



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 24, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF COMMUNITY AND SENIOR SERVICES: AUTHORIZATION TO
ACCEPT OLDER AMERICANS ACT TITLE III GRANT AWARDS AND FUNDING
AUGMENTATIONS, AND APPROVAL OF FUNDING RECOMMENDATIONS TO
EXECUTE GRANT FUNDED ELDERLY NUTRITION PROGRAM CONTRACTS
(ALL SUPERVISORIAL DISTRICTSAFFECTED) (3 VOTES)**

SUBJECT

Department of Community and Senior Services (CSS) seeks delegated authority to:
1) accept Older Americans Act (OAA) grant awards and funding augmentations from the California Department of Aging (CDA) for each year of a four-year funding period beginning July 1, 2008 through June 30, 2012; 2) execute contracts and allocate funds for the contract term as a result of a Request for Proposal (RFP); 3) execute contract amendments within the contract term to increase or decrease contract amounts; and 4) execute cost-of-living adjustments to contract agencies. The Elderly Nutrition Program (ENP) provides nutritional meals to eligible older adults at strategically located congregate sites and home-delivered meals to homebound older adults.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of CSS, or designee, from the Los Angeles County Area Agency on Aging (AAA), Planning and Service Area (PSA) 19, to accept funding for the Fiscal Year (FY) 2008-09 OAA Title III-B grant award of \$49,560, Title III-C grant award of \$9,440,176, and Nutrition Services Incentive Program (NSIP) in the amount of \$1,408,091 for a total grant amount of \$10,897,827 from the CDA (Contract No. AP-0809-19) for the provision of elderly nutrition services through the Congregate Meal Program (Title III C-1), Home-Delivered Meals Program/Telephone Reassurance Program (Title III C-2 and Title III-B), and NSIP for older adults aged 60+.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Delegate authority to the Director of CSS, or designee, to accept OAA Title III-B and Title III-C grant awards and funding augmentations from the CDA for each year of the contract period beginning July 1, 2008 through June 30, 2012, under CDA contract numbers: AP-0809-19 (for FY 2008-09), AP-0910-19 (for FY 2009-10), AP-1011-19 (for FY 2010-11), and AP-1112-19 (for FY 2011-12), and execute annual contracts with the CDA required for acceptance of these funds, provided that: 1) the referenced CDA contract numbers do not change during the four-year contract period; and 2) the Director of CSS, or designee, notifies your Board and the Chief Executive Office (CEO) in writing within ten workdays of accepting the funding.
3. Delegate authority to the Director of CSS, or designee, to negotiate and execute contracts in substantially similar form to Attachment A with 22 agencies at the negotiated reimbursement rate per agency indicated on Attachment B, for the provision of elderly nutrition program services for a four-year contract term effective July 1, 2008 through June 30, 2012. Overall funding for each agency is subject to the availability of funds each FY and the agency's performance in meeting the goals of the ENP in the County.
4. Authorize the Director of CSS, or designee, to execute contract amendments as needed throughout the contract term effective July 1, 2008 through June 30, 2012, to increase or decrease the maximum contract amounts in response to State funding and based on contractor performance and the total funds available, provided that: (a) the reimbursement rate per agency does not exceed the maximum allowed rate as indicated in Attachment B and the total allocations do not exceed funding availability; (b) approvals of County Counsel as to form and the CEO are obtained prior to any such amendment; and (c) the Director of CSS, or designee, confirms in writing to the Board of Supervisors and the CEO within 30 days after such amendments have been executed.
5. Authorize the Director of CSS, or designee, to execute and approve Cost-of-Living Adjustment (COLA) increases or decreases to contract agencies at the Director's discretion, consistent with the County's established policy and County contract language.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable CSS to continue administration of the ENP for the contract term beginning July 1, 2008 through June 30, 2012. This program provides nutritional meals to older adults aged 60+ and their eligible companions. The types of services provided through this program include, but are not limited to, the following: meals served at congregate sites that are designed to maintain or improve the physical and social well-being of mobile older adults through appropriate nutrition services in a group setting, meals delivered to home-bound seniors at their residences that are provided to maintain or

improve the physical well-being of homebound older adults through improved nutrition, and telephone reassurance calls that are provided to home-delivered meal recipients or persons on a waiting list that receive frozen meals.

Performance Measures

To comply with federal and State funding source requirements and Los Angeles County's *Performance Counts!* Initiative, CSS has developed the following performance standards to measure program effectiveness for the ENP:

- Sustain or improve seniors health;
- Assist seniors live independently in their home for as long as possible; and
- Improve or maintain seniors' socialization.

Agencies are required to develop benchmark criteria for each performance standard. CSS will assess the agencies' performance during each monitoring visit.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals: Goal 1: Service Excellence; Goal 3: Organizational Effectiveness; and Goal 4: Fiscal Responsibility.

FISCAL IMPACT/FINANCING

The ENP is financed with OAA and Older Californians Act grant funds received from the CDA annually. In addition, \$1,105,000 in NCC is included in the Department's FY 2008-09 Proposed Budget. This supplementation is intended to mitigate the number of older adults on wait lists and to help offset the rising costs involved in providing quality nutrition services to eligible residents of Los Angeles County, excluding the City of Los Angeles. The total available funds for the ENP are \$12,002,827.

Of the CDA and net County cost (NCC) dollars totaling \$12,002,827, \$9,858,445 is allocated for the nutrition program contracts, approximately \$736,291 will be used for administrative and programmatic costs and \$1,408,091 is designated for the NSIP. NSIP is an additional federal-based subsidy that is available throughout the FY for the nutrition services providers. The subsidy is to supplement the cost for food used in meals served under the OAA, and is based on the number of meals served. These funds are not allocated to each agency, but are paid at a rate of \$0.54 for congregate meals and \$0.60 for home-delivered meals until all funds are exhausted.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current ENP contracts are due to expire on June 30, 2008. CSS released a Request for Proposal (RFP) in February 2008, to solicit proposals from qualified agencies to provide nutrition program services beginning July 1, 2008. The contract period originally advertised in the RFP was July 1, 2008 through June 30, 2009, for a one-year term with an option to extend the contract up to three additional years for a maximum contract term of four years. However, in order to streamline the contracting process and the execution of annual contract renewals, CSS has determined to extend the contract period to include four years, commencing July 1, 2008 through June 30, 2012, contingent upon the availability of funds and contractor performance.

The ENP contract (Attachment A) contains COLA language that is consistent with current County policy.

The agencies listed in Attachment B that are being recommended for funding are in compliance with all Board and CEO requirements.

CONTRACTING PROCESS

On February 28, 2008, CSS released an RFP to solicit proposals from qualified agencies to provide congregate and/or home-delivered meal nutrition services to adults aged 60+ and their eligible companions. CSS sent over 400 letters of interest from a compiled address list to potential bidders in all Supervisorial Districts, including all current nutrition service providers. The RFP was advertised in greater Los Angeles County newspapers such as the Los Angeles Times, the Daily News, and Hoy. The RFP and all related documents were also posted on the Internet through the Department's then public website at: www.dcss.co.la.ca.us.

Twenty-two agencies submitted a total of 40 proposals for congregate and/or home-delivered meals services. CSS received no satisfactory proposals for nutrition program services for the City of South El Monte area. The absence of a service provider in this area would result in an interruption in services beginning July 1, 2008. Therefore, the Department proceeded to procure services through a Noncompetitive Award under Title 22, Section 7360 of the California Code of Regulations (CCR), with the City of South El Monte.

The agencies listed in Attachment B that are being recommended for funding have satisfied one or more of the following criteria: 1) met the minimum mandatory requirements identified in the RFP; 2) received a score of 70 or higher (out of a total 100 possible) for each submitted proposal; or 3) was identified as a qualified government entity capable of providing elderly nutrition program services in an area of unmet need.

Honorable Board of Supervisors
June 24, 2008
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In addition, CSS received no proposals to provide nutrition services to the City of San Fernando area. While this area has historically received nutrition services through a CSS contracted agency, no agency chose to propose services to the area through this RFP. CSS is currently assessing alternative ways to serve the City of San Fernando area. This includes inquiring with the list of successful proposers to continue the provision of congregate and home-delivered meals services to this area. Funds have been set aside for this area pending selection of a provider.

The ENP contract is not a Proposition A contract in which living wage laws would be applicable. CSS is not capable of providing direct nutrition services. The ENP services are contracted through community-based organizations.

Monitoring

Monitoring of the ENP will be conducted on an annual basis and will include administrative and programmatic monitoring to ensure contract compliance. Program monitoring is accomplished through the CSS Contract Compliance Division. Fiscal compliance monitoring will be conducted bi-annually by an approved vendor procured through the Auditor-Controller.

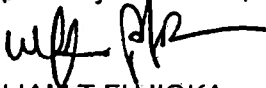
IMPACT ON CURRENT SERVICES

The recommended actions will assure the continuation of ENP services to older adults by providing approximately 2.3 million congregate and home-delivered meals, and enable continued independent living.

CONCLUSION

Upon Board approval, please mail one copy of the adopted Board letter to Ms. Sonja Ivey-Rojas, CSS, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020. If you need to contact Ms. Ivey-Rojas, her number is (213) 351-8917.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:RG:cvb

Attachments

c: County Counsel
062408 Board Letter CSS Elderly Nutrition Program FY 2008-121.doc

CONTRACT

BY AND BETWEEN
COUNTY OF LOS ANGELES



AND _____

CONTRACT
OLDER AMERICANS ACT (OAA)
AREA AGENCY ON AGING (AAA) PROGRAMS
ELDERLY NUTRITION PROGRAM

CONTRACT NUMBER _____

Community and Senior Services (CSS)
Contracts Management Division
3175 West Sixth Street
Los Angeles, California 90020

FY 2008-2012

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
OLDER AMERICANS ACT (OAA)
ELDERLY NUTRITION PROGRAM CONTRACT

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COMMUNITY AND SENIOR SERVICES
OLDER AMERICANS ACT (OAA)
ELDERLY NUTRITION PROGRAM CONTRACT

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Attachment VI	Safely Surrendered Baby Law Fact Sheet	
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**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
OLDER AMERICANS ACT (OAA)
ELDERLY NUTRITION PROGRAM CONTRACT**

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Attachment XI	User Complaint Report (UCR)
Attachment XII	Cost Allocation
Attachment XIII	Joint Revenue Disclosure
Attachment XIV	CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Attachment XV	Fixed Assets/Equipment Purchase Requirements
Attachment XVI	Inventory Control Form
Attachment XVII	Definitions
Attachment XVIII	Client Intake Form

Contract Number _____

**COUNTY OF LOS ANGELES
OLDER AMERICANS ACT (OAA) SERVICES
ELDERLY NUTRITION PROGRAM**

This Contract is made and entered into this **1st** day of **July 2008**, by and between the County of Los Angeles hereinafter referred to as "COUNTY" and _____, located at _____ hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, pursuant to the California Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, pursuant to the provisions of the Older Americans Act (Title 42, Chapter 35, Section 3001 et seq. of the U.S. Code) and the Older Californians Act (OCA) Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq., the California Department of Aging (CDA) is designated to administer the OAA/OCA for establishing quality elderly nutrition services (hereinafter referred to as the "Programs"), and

WHEREAS, the COUNTY has submitted an Area Plan for Aging Programs services to the State of California (hereinafter referred to as the "State") that has been approved by the State, which contains COUNTY'S plan to provide Program services to the COUNTY'S older and functionally impaired population, and according to which the State is to provide COUNTY with Federal and State General Funds to implement COUNTY'S Area Plan for Aging Programs in accordance with the OAA and OCA and all regulations and directives thereto which are promulgated by the United States Department of Health and Human Services (HHS) and by State; and

WHEREAS, the COUNTY and the State have entered into a grant agreement, Contract Number _____, to fund the Program activities administered by the COUNTY within its jurisdictional boundaries; and

WHEREAS, pursuant to the provisions of said grant agreement, COUNTY has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, CONTRACTOR shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the Programs in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, on _____, 2008, the Los Angeles County Board of Supervisors authorized Community and Senior Services to enter into a Contract with CONTRACTOR for the purpose of providing quality elderly nutrition services;

WHEREAS, on _____, 2008, the Los Angeles County Board of Supervisors authorized the Director of the Department of Community and Senior Services, or designee, to enter execute and administer this Contract;

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 22.0, Contract Modifications/Amendments and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI , XVII and XVIII set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and subsection numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, Performance Requirement Summary (PRS) Chart, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, 2) Exhibit A, Statement of Work 3) Exhibit B, Performance Requirements Summary (PRS) Chart, 4) Exhibit C, Proposed Program Services, 5) Exhibit D, Budget, and 5)Exhibit E, followed by the Attachments according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	IRS Notice 1015 (Internal Revenue Notice)
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII.	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
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Attachment XII.	Cost Allocation
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Attachment XIV.	CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Attachment XV.	Fixed Assets/Equipment Purchase Requirements
Attachment XVI.	Inventory Control Form
Attachment XVII.	Definitions
Attachment XVIII.	Client Intake Form

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work and Exhibit C, Proposed Program Services,.
- C. "COUNTY'S Contract Management Manager" (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- D. "COUNTY'S Contract Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract, and the delivery of services.
- E. "Day" or "Days": Business day(s) unless otherwise specified.
- F. "CSS": COUNTY'S Community and Senior Services
- G. "Director": COUNTY'S Director of its Community and Senior Services or authorized designee.
- H. "Dependent Adult": Means any person residing in the services areas, between the ages of eighteen (18) and sixty-four (64), who has a physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities diminished because of age.
- I. "Elderly Persons/Older Individual": Shall mean any person aged sixty (60) or over.
- J. "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.
- K. "Program": The State or Federal grant program(s) for which Contractor receives funds under the terms of this Contract and

hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.

- L. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

- 1.6 Further Program definitions are located in Attachment E, XVII to this Contract.

2.0 TERM AND TERMINATION

- 2.1 The term of the Contract shall be for four (4) years. The Contract shall commence immediately following approval by the Board of Supervisors and upon execution by the parties, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.2 The Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes, non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding the OAA, and changes that eliminate or substantially reduce the COUNTY's legal requirements for the OAA.
- 2.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.

3.0 CONTRACT SUM

- 3.1 COUNTY and CONTRACTOR agree that this is a firm-fixed contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Statement of Work and in Exhibit C, Proposed Program Services.
- 3.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

- 3.3 The maximum amount of this Contract is \$ for the four-year period. The total maximum amount is conditioned on the continuing availability of funds. Funding allocations following the initial year funding allocation will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.
- 3.4 CONTRACTOR shall not be paid for any Contract expenditures that exceed the maximum contract amount and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the maximum contract amount. Any expenditure that exceeds the maximum contract amount shall become the fiscal responsibility of CONTRACTOR.
- 3.5 CONTRACTOR shall not exceed each year's annual budgeted amount and shall not roll-over unspent money to the following fiscal year. The maximum contract amount for each fiscal year shall be as follows:

Fiscal Year		
2008-09	\$	
2009-10	\$	
2010-11	\$	
2011-12	\$	

These fiscal year funding amounts are contingent upon the availability of funds.

- 3.6 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices of this Contract.
- 3.7 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR.

This provision shall survive the expiration or other termination of this Contract.

- 3.8 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as Budget. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit D, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 22.0, Contract Modifications/Amendments, CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.
- 3.9 Funding for this Program is subject to the availability and authorization of State and/or Federal funding. The Contract sum provided in Section 3.3 above is subject to such availability and may be amended as a result of changes in said funding.
- 3.10 CONTRACTOR shall provide at least 15% match (contribution) of its total Program costs/expenditures in accordance with the provisions of the Budget. Therefore, the Maximum Contract Sum funded by COUNTY provides 85% of the CONTRACTOR's total funding for Program Costs and CONTRACTOR must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or a combination thereof. The criteria for establishing the value on non-cash items is the Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contribution of the Fair Market Value of services performed by volunteers may not exceed fifty percent (50%) of the required 15% CONTRACTOR match.

In-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to

and not contributing to any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

4.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Community and Senior Services
Contracts Management Division
Attention: Carol Domingo, Contract Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 4.1.1.1 Specifically identify this Contract;
- 4.1.1.2 Clearly evidence all coverage required in this Contract;
- 4.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 4.1.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

4.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best

rating of not less than A:VII, unless otherwise approved by COUNTY.

- 4.1.3 Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 4.1.4 Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:
- 4.1.4.1** Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours or a period not to exceed two (2) business days of occurrence.
 - 4.1.4.2** Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
 - 4.1.4.3** Any injury to a CONTRACTOR employee that occurs on COUNTY'S property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY'S **Contract Compliance Manager**.
 - 4.1.4.4** Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY'S property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 4.1.5 Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

4.1.6 Insurance Coverage Requirements for Subcontractors:
CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

4.1.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

4.1.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies evidencing Subcontractor insurance coverage at any time.

4.2 Insurance Coverage Requirements:

4.2.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.2.2 **Automobile Liability** insurance written on Insurance Service Organization (ISO) policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.2.3 **Workers' Compensation and Employer's Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

4.2.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

4.2.5 **Crime Coverage:** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide COUNTY with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with CONTRACTOR (named insured) and include CONTRACTOR and COUNTY'S name/address and the signature/date of the insurance representative.

4.2.6 **Property Coverage:** In the event that CONTRACTOR rents, leases, or is loaned any COUNTY-owned property, CONTRACTOR shall insure said property. Such insurance shall name COUNTY as loss payee, provide a deductible of no greater than five percent (5%) of the property value and shall include:

4.2.6.1 **Real Property:** All-risk coverage, excluding earthquake and flood for the full replacement value of the property and with a deductible no greater than five percent (5%) of replacement value.

4.2.6.2 **Personal Property:** Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of the property.

Such policies shall be primary to in all instances and not contributing with any other insurance maintained by the COUNTY and shall name the COUNTY as an additional insured.

5.0 INVOICES AND PAYMENTS

5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in: 1) Exhibit A, Statement of Work, 2) Exhibit C, Proposed Program Services, .and

elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit D, Budget, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

- 5.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit D, Budget.
- 5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Statement of Work and Exhibit C, Proposed Program Services, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4 CONTRACTOR shall submit monthly invoices for services provided no later than the 10th calendar day of the month that follows the month in which services were provided (i.e., all services provided during the month of October shall be invoiced/reported by November 10th for reimbursement). In the event that the 10th calendar day falls on a Saturday, Sunday or national holiday, CONTRACTOR shall submit the invoice by the following business day. COUNTY reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoice submitted more than thirty (30) days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices. The COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Contract. The time frames in this Subsection shall also apply to the submission of CONTRACTOR'S final invoice.
 - 5.4.1 **Adjustments to Prior Invoices:** CONTRACTOR is responsible for ensuring the accuracy and completeness in monthly invoices submitted reporting the services rendered using either the electronic or the manual billing process (See Subsection 5.5). In the event that the CONTRACTOR determines that an invoice previously submitted, processed, and approved by COUNTY requires modification due to either over-reporting or under-reporting, adjustments shall be made using the procedures outlined in Subsections 5.4.2 thru Section 5.4.5.

5.4.2 Discovery of Error: When CONTRACTOR discovers an error and has determined that an adjustment(s) must be made, the CONTRACTOR shall notify the Community and Senior Services Contracts Accounting Unit (Contracts Accounting Unit) and submit the adjustment(s) within the designated time frame as indicated below. In the event that the CONTRACTOR has under-reported units/services, the adjustment(s) should be prepared and submitted on a quarterly basis. In the event that the CONTRACTOR has over-reported units/services, the adjustment(s) shall be prepared and submitted on a monthly basis.

5.4.3 Agency Notification: In addition to preparing the adjustment (s) as provided in Subsection 5.4.2, CONTRACTOR shall provide notification to COUNTY in the form of a letter prepared on CONTRACTOR letterhead, signed by the authorized agency representative, stating both the number of units that were either over-reported or under-reported and the billing month of the error(s). CONTRACTOR shall address and submit the letter by fax to the attention of Ms. Kathye A. Pouncey of the Contracts Accounting Unit at (213) 738-6430. For Under-Reported units/services, the letter shall be submitted using the schedule described in Subsection 5.4.4. For Over-Reported units/services, the letter shall be submitted as described in Subsection 5.4.5.

5.4.4 Submitting Adjustment(s) for Under-Reported Units/Services

5.4.4.1 The CONTRACTOR shall notify the Contracts Accounting Unit and prepare its adjustment(s). The adjustment shall be included with the invoice for services submitted for the first month of the quarter following the month(s) to be adjusted. For example, if the CONTRACTOR discovers it did not report 10 hours of Personal Care in August and 5 hours of Chore in September, then the adjustments shall be prepared by adding 10 hours of Personal Care and 5 hours of Chore to the same service categories in the October billing; therefore, the October billing will include service units from August and September. The following chart provides deadlines for submitting under-reported units/services:

Adjustment(s) for the billing months of:	Shall be reported/transmitted during the billing month of:
July – September	October
October – December	January

January – March	April
April and May	June

CONTRACTOR shall clearly identify all adjustment(s) on invoices.

- 5.4.4.2 Once the adjustment(s) has been submitted, approved and processed by the Contracts Accounting Unit, no additional adjustments are allowed for the same month(s).

5.4.5 Submitting Adjustment(s) for Over-Reported Units/Services

- 5.4.5.1 Adjustments for units/services that were over-reported shall be completed and submitted in the following month's invoice. For example, if the CONTRACTOR has reported 10 hours of Personal Care in August and subsequently discovers it had actually provided 7 hours of Personal Care, the CONTRACTOR shall deduct 3 hours of Personal Care (10 hours less 7 hours equals 3 hours) from the hours reported for September units/services. In cases where over-reported units/services cannot be fully recaptured in the month following the error, the CONTRACTOR shall continue to deduct/adjust over-reported units/services on each subsequent month's billing until such over-reported units/services have been fully recaptured. For example, using the previous scenario wherein 3 hours of Personal Care were over-reported in August, if the agency provides 2 hours of Personal Care in September, then zero (0) hours will be reported in that month and each subsequent month (i.e., October, November, December, etc.) until the 3 hours have been fully recaptured. CONTRACTOR shall clearly identify any adjustment(s) on invoices.
- 5.4.5.2 If over-reported units/services are not discovered, adjusted, and fully recaptured prior to the end of the Fiscal Year then the CONTRACTOR shall report this adjustment(s) in its Closeout Financial Report and remit reimbursement to CSS Financial Management Division. CONTRACTOR shall clearly identify any adjustment(s) in Closeout Financial Report.
- 5.4.5.3 Once the adjustment(s) has been submitted, approved, and is processed by the Contracts Accounting Unit, no

additional adjustments are allowed for the same month(s).

- 5.4.6 Records Maintenance:** The CONTRACTOR shall maintain detailed records of all adjustments for both over-reported and under-reported units/services. Maintaining accurate records is necessary in order to document the correct amount of services provided each month. The CONTRACTOR shall provide these detailed records to COUNTY monitors and auditors in order to substantiate actual services provided. CONTRACTOR shall be responsible for maintaining all supporting documentation for monitoring and auditing purposes consistent with Part II, Section 66.0 Record Retention and Inspection/Audit Settlements. The CONTRACTOR shall use the records to reconcile under-reported units/services captured on a quarterly basis and over-reported services captured on a monthly basis.
- 5.5 All invoices under this Contract shall be submitted electronically (unless CONTRACTOR is otherwise directed, in writing, by the Contracts Accounting Unit to submit manually prepared invoices) using the AAA-approved automated Management Information System. CONTRACTOR is required to have a compatible microcomputer system, a dedicated phone line and to maintain such equipment and system in accordance with the configuration required by COUNTY. CONTRACTOR is responsible for its own computerized direct data entry of required monthly data transmission via modem to the central database system.
- 5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY'S Contract Management Manager or authorized designee prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.
- 5.7 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circulars and applicable provisions of the Code of Federal Regulations. This includes, but is not limited to the following: CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants

and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of these Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number.
- 5.10 Failure to submit required documents may result in suspension of payments.
- 5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from COUNTY, or may be used at COUNTY'S election to offset future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.13 Nutrition Services Incentive Program (NSIP) payments are subject to the requirements specified in the Statement of Work specified in Section 5.0.
- 5.14 CONTRACTOR shall provide at least 15% match (contribution) of its total Program costs/expenditures in accordance with the provisions of the Budget. Therefore, the Maximum Contract Sum funded by COUNTY provides 85% of the CONTRACTOR's total funding for Program Costs and CONTRACTOR must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or a

combination thereof. The criteria for establishing the value on non-cash items is the Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contribution of the Fair Market Value of services performed by volunteers may not exceed fifty percent (50%) of the required 15% CONTRACTOR match.

In-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

CONTRACTOR shall report all in-kind contributions on the monthly invoice and will be required to comply with any additional reporting requirements specified by the COUNTY.

6.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E, Attachment I, CONTRACTOR'S Administration and Exhibit E, Attachment II, COUNTY'S Administration. Addresses may be changed by either party giving ten (10) business days' prior written notice thereof to the other party. The CSS Director, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

7.0 PROPERTY

7.1 Unless otherwise provided for in this Section 7.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

7.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

7.2.1 Have a normal useful life of at least one (1) year.

7.2.2 Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets, which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and

- 7.2.3 Be used to conduct business under this Contract.
- 7.2.4 As used in this Contract, the term "equipment" shall refer only to capitalized property.
- 7.3 Non-capitalized property are those items which do not meet all three (3) requirements in Subsection 7.2 above.
- 7.4 Additions, improvements, and betterments to assets meeting all of the conditions in Subsection 7.2 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- 7.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- 7.6 CONTRACTOR shall record the following information when property is acquired:
- 7.6.1 Date acquired;
- 7.6.2 Property description (include model number);
- 7.6.3 Property identification number (serial number);
- 7.6.4 Cost or other basis of valuation;
- 7.6.5 Fund source; and
- 7.6.6 Rate of depreciation (or depreciation schedule), if applicable.
- 7.7 CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout

Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall reference Exhibit E, Attachment XV, Fixed Assets/Equipment Purchase Requirements document and use Exhibit E, Attachment XVI, Inventory Control Form to report property to the COUNTY.

- 7.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Exhibit E, Attachment XV, Fixed Assets/Equipment Purchase Requirements to dispose of property.
- 7.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 24, Los Angeles, CA 90020.
- 7.10 COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.
- 7.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.
- 7.12 In the event of CONTRACTOR'S dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property inventory

to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.

- 7.13 To exercise the above right, no later than 140 days after termination of the Contract or notification of the CONTRACTOR'S dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.
- 7.14 CONTRACTOR shall use property purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:
 - 7.14.1 Another program providing the same or similar service; or
 - 7.14.2 State/Federally-funded program.
- 7.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.
- 7.16 CONTRACTOR shall not use equipment or supplies acquired under this Contract with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 7.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- 7.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.
- 7.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, contract period.

8.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS

CONTRACTOR shall comply with Public Law (P.L.) 101-121 (31 USCS Section 1352), its amendments or revisions, and any implementing regulations prohibiting use of federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. CONTRACTOR shall also comply with all certification and disclosure requirements of P.L. 101-121, its

amendments, revisions, and implementing regulations and shall provide assurance that all subcontractors or subgrantees under this Contract also fully comply with such certification and disclosure requirements.

9.0 MONITORING

COUNTY will monitor CONTRACTOR services under this Contract on a regular basis and may conduct unannounced site visits to ensure contract compliance. Results of the monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing CONTRACTOR employees and program Participants and entering any premises or any site in which any of the program services or activities funded are being conducted, or in which any records of CONTRACTOR are kept. All information will be maintained in a confidential manner in accordance with any and all Federal, State and Local laws.

PART II: COMMUNITY AND SENIOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration information referenced in the following Subsections is designated in Exhibit E, Attachment II, COUNTY's Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

- 1.1 COUNTY'S Contract Management Manager (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

The responsibilities of CMM include:

- 1.1.1 Meeting with CONTRACTOR'S Nutrition Project Director on a regular basis;
- 1.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- 1.1.3 Ensuring that the objectives of this Contract are met;
- 1.1.4 Making changes in the terms and conditions of this Contract in accordance with Part II, Section 22.0 Contract Modifications/Amendments; and

- 1.1.5 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY.

- 1.2 COUNTY'S Contract Compliance Manager (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract and the delivery of services.

2.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

2.1 CONTRACTOR'S Nutrition Project Director

- 2.1.1 CONTRACTOR'S Nutrition Project Director is designated in CONTRACTOR'S Administration, Exhibit E, Attachment I. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR'S Program Director.

- 2.1.2 CONTRACTOR'S Nutrition Project Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with CMM and CCM on a regular basis.

2.2 CONTRACTOR'S Staff Identification

- 2.2.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY'S approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 2.2.2 CONTRACTOR shall notify COUNTY within a period not to exceed one (1) week, when staff is terminated from working on this Contract. CONTRACTOR is responsible for retrieving and immediately destroying the staff's photo identification badge at the time of removal from COUNTY Contract.
- 2.2.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible for retrieving and immediately

destroying CONTRACTOR staff's Program photo identification badge at the time of removal from working on this Contract.

2.3 Background and Security Investigations

- 2.3.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.
- 2.3.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on this Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.
- 2.3.3 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 2.3.4 COUNTY may immediately, at the sole discretion of COUNTY, deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 2.3.5 CONTRACTOR and employees of the CONTRACTOR including all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to Community and Senior Services (CSS). Such records shall be maintained in the file of each such person.
- 2.3.6 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

- 2.3.7 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

3.0 ALLEGATIONS OF FRAUD AND/OR ABUSE

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by CSS Director or authorized designee that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

4.0 AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR'S program.

5.0 ASSIGNMENT AND DELEGATION

- 5.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 5.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is

an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 5.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

6.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

7.0 BUDGET REDUCTIONS

In the event that COUNTY'S Board of Supervisors adopts, in any fiscal year, COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by CONTRACTOR under this Contract shall also be reduced correspondingly. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45C.F.R. part 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended,

debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

9.0 CHILD ABUSE/ELDER ABUSE/FRAUD PREVENTION REPORTING

- 9.1 CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2 CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.3 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 10.1 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program
 - 10.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

10.1.2 As required by COUNTY'S Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 10.1, "CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Part II, Section 74.0, Termination for CONTRACTOR's Default and pursue debarment of CONTRACTOR, pursuant to Los Angeles County Code Chapter 2.202.

11.0 COMPLAINTS

11.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY'S Contract Management Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.1.1 General Grievance Procedures

11.1.1.1 CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. CONTRACTOR shall submit said procedures to COUNTY within fifteen (15)

business days after this Contract's effective date for approval.

- 11.1.1.2 If, at any time, CONTRACTOR wishes to change their user complaint policy, CONTRACTOR shall submit changes to COUNTY for approval before implementation.
- 11.1.1.3 If COUNTY requests changes in CONTRACTOR'S policy, CONTRACTOR shall make such changes and resubmit the plan to COUNTY within five (5) business days.
- 11.1.1.4 CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY'S Contract Management Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.1.1.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.1.1.6 Copies of all written complaint responses shall be sent to COUNTY'S Contract Management Manager within five (5) business days of mailing to the complainant.

12.0 COMPLETION OF CONTRACT

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period if notified by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of this Contract. If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold fifty percent (50%) to one-hundred percent (100%) of the last two (2) months' payments owed CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling

statute(s) and/or State or Federal regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). CONTRACTOR shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

- 13.2 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 13.3 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) AND THE Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
- 13.4 Failure by CONTRACTOR to comply with such laws and regulations shall be material breach of this Contract and may result in termination of this Contract.
- 13.5 CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all loss, damage, liability, costs or Subcontractor costs, and expenses including but not limited to, defense costs and attorney's fees arising from or related to any violation by CONTRACTOR, its agents, officers and employees of any laws, rules, regulations, ordinances, and directives.

14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or

under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit E, Attachment VII, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

15.0 COMPLIANCE WITH JURY SERVICE PROGRAM

15.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit E, Attachment V, Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program) and incorporated by reference into and made a part of this Contract.

15.1.1 Written Employee Jury Service Policy

15.1.1.1 Unless CONTRACTOR has demonstrated to COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

15.1.1.2 For purposes of this Subsection, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less

within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

15.1.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

15.1.1.4 CONTRACTOR'S violation of this Section may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

16.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the AAA, Los Angeles County, State, and Federal governments and all applicable provisions of the AAA, County, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting, audit, and evaluation

requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

17.0 CONFIDENTIALITY

17.1 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s)/client(s), and the immediate family of any applicant or participant(s)/client(s), that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the participant(s)/client(s), and upon agreement by CMM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance, operation or evaluation of this Contract. Such information may be divulged to parties having responsibilities under this Contract for monitoring or evaluating the services and performances under this Contract and to governmental authorities to the extent necessary for the proper administration of the program.

17.2 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY'S approval.

17.3 Data (information) received from State departments/agencies is confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in this Contract. CONTRACTOR agrees to instruct all employees with access to State information on the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be

disclosed to any individual outside of CONTRACTOR staff, and/or its employees.

- 17.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit E, Attachment IX, "CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement".
- 17.5 CONTRACTOR shall cause each CONTRACTOR's employee to sign and adhere to Exhibit E, Attachment VIII, CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.
- 17.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 17.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 17.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.0 CONFLICT OF INTEREST

- 18.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.

18.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

19.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

19.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

19.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

20.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

21.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

21.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit E Attachment X, Auditor-Controller Contract Accounting and Administration Handbook.

21.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals, which are not properly supported, may be disallowed upon audit.

21.3 CONTRACTOR shall submit the following reports for the Program(s) to COUNTY:

21.3.1 Fiscal Reporting:

- 21.3.1.1 Monthly Fiscal Reporting Forms are due by the tenth (10th) business day of the month, following the month covered in the report.
- 21.3.1.2 Expenditure Closeout Report: Two (2) copies of a final fiscal closeout report, to be submitted in the form and manner designated by COUNTY Contract Management Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of the program year.
- 21.3.1.3 If the Contract is terminated or cancelled prior to June 30th, the annual closeout report shall be for that contract period which ends on the termination or cancellation date. Two (2) copies of such report shall be submitted within the designated timeframe after the termination/cancellation date to COUNTY'S Program Accounting Division.

21.3.2 Program Reporting: CONTRACTOR monthly, quarterly and annual reports will be completed as required pursuant to Area Agency on Aging Directive/Policy.

21.3.3 Program Income: Revenue generated by CONTRACTOR (or Subcontractor) from Contract activities, which has been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income as defined in OMB Circulars and Federal Regulations pertaining to Program Income, including without limitation 29 CFR §95.24 (non-governmental grantees) and §97.25 (governmental grantees), 45 CFR §74.24, and OMB Circulars A-102 and A-110. CONTRACTOR shall be responsible for tracking all Contract revenues and expenditures for the AAA program(s), including submission of the following:

- 21.3.3.1 A Program Income Statement Report generated by CONTRACTOR on Contract revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the expenditure closeout report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received

after the filing of the report. The use of Program Income requires prior COUNTY approval.

- 21.3.3.2 If CONTRACTOR's Program Income Statement Report identifies Program Income, a Plan for Disposition of Program Income (Plan) must be submitted by CONTRACTOR to COUNTY within thirty (30) days after the Program Income Statement Report is due.
- 21.3.3.3 Program Income must be spent on line items identified in the Plan, unless the plan is officially amended. This Plan will be reviewed by COUNTY for final approval. The Plan should be amended as soon as possible if the Program Income Statement Report is amended.
- 21.3.3.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, CONTRACTOR must submit a Final Report on Disposition to COUNTY.
- 21.3.3.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

21.3.4 Cost Allocation Plan for Cost Reimbursement Activities:

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract monitor will test CONTRACTOR'S CAP during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

21.3.5 Property/Capital Expenditures:

All property costing five thousand dollars (\$5,000.00) or more purchased with program funds requires prior written permission from the State and the CSS Director or designee and may be depreciated, tagged and tracked as property of the Los Angeles County Area Agency on Aging (AAA) Programs.

21.3.6 Nonexpendable Property:

21.3.6.1 CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program(s) with Program monies. Non-expendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

21.3.6.2 Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.

21.3.6.3 In case of termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this Program(s). Said disposition may include but is not limited to, COUNTY taking possession of said nonexpendable property.

21.3.7 Capital Improvements:

CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the CSS Director or authorized designee.

22.0 CONTRACT MODIFICATIONS/AMENDMENTS

22.1 This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time,

if required by County, State, or Federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modifications from the Federal, State, or COUNTY government. COUNTY shall give CONTRACTOR ten (10) days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

- 22.2 With regard to the movement of funds within an approved budget (i.e. from one category to another), such movement may not exceed 25% of the Maximum Contract Sum. All such modifications must be in writing and mutually agreed upon by COUNTY Contract Management Manager or designee and CONTRACTOR and must be in the best interest of COUNTY.
- 22.3 For any revision, this materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the Los Angeles County Board of Supervisors and the CONTRACTOR.
- 22.4 The Los Angeles County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by CSS.
- 22.5 CONTRACTOR requests for modifications, either budgetary or programmatic, must be submitted in writing to COUNTY. Modification requests will not be accepted during the first two (2) months and the last month of the Contract period (except where a written waiver is requested by CONTRACTOR and accepted by COUNTY). All modification requests shall not be submitted to COUNTY more than once in each quarter.
- 22.6 For any change, which does not materially affect the scope of work or any other term or condition under this Contract, the COUNTY reserves the right to initiate a change notice which shall be prepared and signed by the COUNTY CCM and the CONTRACTOR Program Director.

23.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 23.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this contract. It is COUNTY'S policy to conduct business only with responsible contractors.
- 23.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- 23.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- 23.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 23.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 23.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 23.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one (1) or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- 23.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 23.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 23.9 These terms shall also apply to Subcontractors of COUNTY contractors.

24.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit E, Attachment III COUNTY seeks to ensure that all COUNTY contractors, which receive or raise charitable contributions, comply with California law in order to protect COUNTY and its taxpayers. A contractor, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

25.0 CONTRACTOR'S WORK

- 25.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work, Exhibit B, Performance Requirement Summary (PRS) Chart, and Exhibit C, Proposed Program Services
- 25.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.
- 25.3 Failure to submit required documents may result in suspension of payments.
- 25.4 If CONTRACTOR fails to meet the Contract requirements as specified in Exhibit B, Performance Requirements Summary (PRS) Chart hereunder, COUNTY may take actions specified in the PRS Chart for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action, when appropriate, to cure Contract discrepancies within the time frame provided by COUNTY may result in COUNTY applying the provision of Section 74.0, Termination for Contractor's Default. This Section, 25.0 shall not in any manner restrict or limit COUNTY's other remedies under this Contract.
- 25.5 The performance of CONTRACTOR will be reevaluated as of the end of December of each fiscal year, and funds may be reallocated. If CONTRACTOR fails to serve 95% of the meals required under this contract (Exhibit C, Proposed Program Services), required, funds may be reduced and reallocated to other Elderly Nutrition Program agencies that are over performing above 100% and qualify for grant increases. Additionally, the County at its discretion may reduce the CONTRACTOR's

annual grant for the following fiscal year to more accurately reflect the CONTRACTOR's level of service.

26.0 COST OF LIVING ADJUSTMENTS

The CONTRACTOR'S rates shall remain firm and fixed for the term of the Contract. The contract (hourly, daily, monthly, etc.) amount may be adjusted, at the County's discretion, annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries; no Cost of Living Adjustment will be granted. Where the COUNTY decides to grant a Cost of Living Adjustment (COLA) pursuant to this Section for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the CONTRACTOR can show that his/her labor cost will actually increase.

27.0 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected shall be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

28.0 COVENANT AGAINST FEES

28.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

- 28.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 29.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 29.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

30.0 DISALLOWED COSTS

CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, or regulations.

31.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

- 31.1 CONTRACTOR shall develop all publicity material in a professional manner; and
- 31.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

31.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section shall apply.

32.0 EMPLOYEE BENEFITS AND TAXES

32.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

32.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

33.0 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR's employees:

33.1 Are covered by an effective Injury and Illness Prevention Program.

33.2 Receive all required general and specific training on Employee Safety.

34.0 EMPLOYMENT ELIGIBILITY VERIFICATION

34.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

34.2 CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

35.0 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 22.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

36.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all State and applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

37.0 FEDERAL LIMITED ENGLISH PROFICIENCY REQUIREMENT – EXECUTIVE ORDER 13166

CONTRACTOR must provide services to Participants with limited or no English speaking capabilities in the primary/native language of the Participant. This shall be done using bilingual staff or a translator. The most common non-English primary/native languages of the Elderly Nutrition Program (ENP) are Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese. CONTRACTOR shall make efforts to employ staff and volunteers who are bilingual in these languages. At no time shall any Participant be required to provide his/her own translator.

38.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one (1) year - see Exhibit E, Attachment XV, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Exhibit E, Attachment XVI, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY at any time upon COUNTY'S written request. CONTRACTOR shall have the option upon the

expiration or termination of this Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Exhibit E, Attachment XV, Fixed Assets/Equipment Purchase Requirements.

39.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR'S Subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate the Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

39.1 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event

40.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

41.0 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to CSS contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

42.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

COUNTY is subject to the Administrative Simplification requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit E, Attachment XIV, in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit E, Attachment XIV, CONTRACTOR'S Obligations As A "Business Associate" under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

43.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

44.0 INDEPENDENT CONTRACTOR STATUS

- 44.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 44.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.
- 44.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

44.4 CONTRACTOR shall adhere to the provisions stated in Section 17.0, Confidentiality.

45.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Exhibit E, Attachment XIII, Joint Revenue Disclosure unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

46.0 LIMITATION ON CORPORATE ACTS

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR'S corporate name.

47.0 LIQUIDATED DAMAGES/REMDIES FOR NON-COMPLIANCE

47.1 If, in the judgment of the Director or designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct a pro rata share from the CONTRACTOR'S total contract sum for work not performed as required under Exhibit A, Statement of Work; Exhibit B, PRS Chart; and Exhibit C, Proposed Program Services. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or designee, in a written notice describing the reasons for said action.

47.2 If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- 47.2.1 Deduct for liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be calculated as provided in Subsection 47.1 above, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or
- 47.2.2 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 47.3 The action noted in this Section 47.0 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 47.4 This Subsection shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in this Contract, including the PRS Chart or this Section 47.0, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

48.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 48.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 48.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 48.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of

influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

48.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, that the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

48.4.1 Pay to COUNTY any difference between this Contract amount and what COUNTY'S costs would have been if this Contract had been properly awarded;

48.4.2 In addition to the amount described in Subsection 48.4.1 be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

48.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

48.5 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award

48.6 Certified Local Small Business Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice

49.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in COUNTY'S WebVen. Prior to a contract award, all potential contractors must register in COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY'S home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db').

50.0 MEETINGS

CONTRACTOR must attend all mandated meetings. CONTRACTOR shall be given advance notice of all scheduled meetings with CSS staff. Failure to attend mandated meetings shall be considered non-compliance with a term of the Contract and may result in further action pursuant to Part II, Section 47.0, Liquidated Damages/Remedies for Non-Compliance, Part II, Section 73.0 Suspension of Contract, and any other applicable Contract provisions.

51.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR'S prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

52.0 NEPOTISM

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

53.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 53.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 53.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit E, Attachment VII, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.
- 53.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without

regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 53.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation.
- 53.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 53.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 53.7 If COUNTY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 53.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

54.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

55.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

56.0 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of COUNTY Contract Management Manager and/or authorized designee any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If COUNTY Contract Management Manager or designee is not able to resolve the dispute, the CSS Director, or designee, shall resolve it.

57.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit E, Attachment IV.

58.0 OTHER CONTRACTS

58.1 A copy of any contracts between CONTRACTOR and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at CONTRACTOR'S offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under these contracts.

58.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Contract.

59.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 59.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.
- 59.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Contract. COUNTY shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 59.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY's Contract Management Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 59.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 59.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under Subsection 59.4 for any of the CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 59.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 59.6 All the rights and obligations of this Section 59.0 shall survive the expiration or termination of this Contract.

60.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

60.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

60.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:

60.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

60.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

60.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

60.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

61.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62.0 PROBATION

62.1 CMM may place CONTRACTOR on probationary status when it is determined by CMM for any program(s) herein that CONTRACTOR either

(1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with COUNTY sanction policy guidelines.

- 62.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a corrective action plan within ten (10) days of the notice of probationary status. CONTRACTOR'S Corrective Action Plan (CAP) must be approved by CMM. COUNTY reserves the right to terminate Contract(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

63.0 PROPRIETARY RIGHTS

- 63.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 63.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 63.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 63.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify

CONTRACTOR of any Public Records request for items described in this Subsection COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

63.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way for:

63.5.1 Any material, data and information not plainly and prominently marked with restrictive legends;

63.5.2 Any materials, data and information covered under Subsection 63.2; and

63.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

63.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

63.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.

63.8 The provisions of Subsections 63.5, 63.6, and 63.7 shall survive the expiration of termination of this Contract.

64.0 PUBLIC RECORDS ACT

64.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Section, 66.0 Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential,"

or "proprietary." COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 64.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

65.0 RECORDS

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR or COUNTY. Such records shall be kept in accordance with Section 66.0, Records, Retention and Inspection, herein below.

66.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 66.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles and as otherwise required under this Contract. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 66.2 CONTRACTOR agrees that COUNTY or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent documents, papers, transaction, activity, or records relating to this Contract. All such material, including but not limited to all financial records, bank statements, cancelled checks or other proof of payment, time-cards and other time and employment records, proprietary data and information, and all other records pertinent to the award and performance of this Contract, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State, or Federal authorities, during the term of this Contract and for a period of five (5) years after the expiration of the term of this Contractor or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records

have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 66.3 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Contract Compliance Manager within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 66.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- 66.5 At any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY'S dollar liability for such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: (a) repaid by CONTRACTOR to COUNTY by cash payment upon demand; or (b) at the sole option of COUNTY'S Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

67.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled bond paper to the maximum extent possible on this Contract.

68.0 REMOVAL OF UNSATISFACTORY PERSONNEL

CONTRACTOR shall have the right to hire, discipline, suspend or discharge its employees/workers. COUNTY shall have the right, at its sole discretion to

require CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel. Such removal shall occur immediately upon the written or oral request from CSS' Director.

69.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to any and all rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

70.0 SAFELY SURRENDERED BABY LAW

70.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law.

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY'S Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

70.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E, Attachment VI of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

71.0 SAFETY AND WORKING CONDITIONS

Applicable local, State and Federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or

receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

72.0 SUBCONTRACTING

- 72.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.
- 72.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY'S request:
- 72.2.1 A description of the work to be performed by the Subcontractor;
 - 72.2.2 A draft copy of the proposed subcontract; and
 - 72.2.3 Other pertinent information and/or certifications requested by COUNTY.
- 72.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 72.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY'S approval of CONTRACTOR'S proposed subcontract.
- 72.5 COUNTY'S consent to subcontract shall not waive COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 72.6 COUNTY'S Contract Management Manager will notify CONTRACTOR with respect to approval of any subcontract and Subcontractor employees.
- 72.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Contract Management Manager all the following documents:

- 72.7.1 An executed Exhibit E, Attachment VIII, "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 72.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 4.0, Insurance Coverage Requirements, of this Contract, and
- 72.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to CONTRACTOR'S Tax Identification Number.
- 72.8 CONTRACTOR shall provide Contract Management Manager with copies of all executed subcontracts after Contract Management Manager's approval.
- 72.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 72.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 72.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

73.0 SUSPENSION OF CONTRACT

COUNTY may, by giving notice, suspend all or part of the program operations for CONTRACTOR'S failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to COUNTY'S approval in writing. Failure to reply in

accordance with this Section may result in termination by COUNTY of all or part of this Contract. Failure by CONTRACTOR to comply with the approved corrective action may result in the suspension of payments or termination by COUNTY of all or part of this Contract. If CONTRACTOR fails to comply with the approved corrective action, COUNTY will send a notice/letter to CONTRACTOR specifying the remedy for non-compliance with the corrective action.

74.0 TERMINATION FOR CONTRACTOR'S DEFAULT

74.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Management Manager:

74.1.1 CONTRACTOR has materially breached this Contract;

74.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

74.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

74.2 In the event COUNTY terminates this Contract in whole or in part as provided by Subsection 74.1 COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess cost incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section

74.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 39.0 Force Majeure, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the

fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subsection, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

74.4 If, after COUNTY has given notice of termination under the provisions of this Section, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Subsection, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section, Termination for Convenience.

74.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR'S default as provided in Section 74.0, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Section 47.0, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

74.5.1 These damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 43.0, Indemnification.

74.6 The rights and remedies of COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

75.0 TERMINATION FOR CONVENIENCE

- 75.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY or CONTRACTOR, in its sole discretion, to be in either COUNTY or CONTRACTOR'S best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR or COUNTY. . The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.
- 75.2 If Contract is terminated by COUNTY, upon receipt of Notice, the CONTRACTOR shall:
- 75.2.1 Stop work under this Contract on the date and to the extent specified in such Notice; and
 - 75.2.2 Complete performances of such part of the work as shall not have been terminated by such notice; and
 - 75.2.3 Adhere to COUNTY'S transition plan as determined by COUNTY.
- 75.3 If the Contract is terminated for convenience by CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY. CONTRACTOR shall adhere to said transition plan.
- 75.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Section, 66.0 Record Retention and Inspection/Audit Settlement.

76.0 TERMINATION FOR IMPROPER CONSIDERATION

- 76.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

76.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

76.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

77.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY'S Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

CONTRACTOR agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before Congress.

78.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Contract during any of COUNTY'S future fiscal years unless and until the Federal and State governments, and the COUNTY'S Board of Supervisors appropriates funds for this Contract in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

79.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program(s) be modified so that funds are reduced and/or the scope of services is changed, COUNTY may modify this Contract accordingly. Termination or modification pursuant to this section shall be effective on the date notice is posted to CONTRACTOR.

80.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

81.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

- 81.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 81.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 81.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 81.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this work order to which it would not otherwise have been entitled, shall:
 - 81.4.1 Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;
 - 81.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the work order; and
 - 81.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 81.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their

status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a work order award.

82.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

83.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by CSS, COUNTY'S Auditor-Controller or its designee, the State of California, and the Federal government. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by CSS, upon demand by COUNTY.

84.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

85.0 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Director of Community and Senior Services and the CONTRACTOR have subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

Services

By _____
Cynthia D. Banks, Director
Community and Senior

County of Los Angeles

CONTRACTOR

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY
COUNSEL
RAYMOND G. FORTNER, JR., County
Counsel

BY _____
Janice Kasai, Deputy County Counsel Date

Contractor's Name (Print)

By _____
Authorized Signature Date

Name (Print or Type)

Title (Print or Type)

By _____
Authorized Signature Date

Name (Print or Type)

Title (Print or Type)



**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**STATEMENT OF WORK: EXHIBIT A
ELDERLY NUTRITION PROGRAM**

**CONGREGATE MEALS (C-1), HOME DELIVERED
MEALS/TELEPHONE REASSURANCE (C-2/III-B)
PROGRAM**

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward

achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

EXHIBIT A

STATEMENT OF WORK ELDERLY NUTRITION PROGRAM (ENP) CONGREGATE MEALS PROGRAM (C-1) AND HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAMS (C-2/III-B) FY 2008-09

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EXHIBIT A

STATEMENT OF WORK ELDERLY NUTRITION PROGRAM (ENP) CONGREGATE MEALS PROGRAM (C-1) AND HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAMS (C-2/III-B) FY 2008-09

1.0) SCOPE OF WORK

- 1.1. The scope of work outlines the services required to operate the Congregate Meals (C-1), Home-Delivered Meals/Telephone Reassurance (C-2/III-B), programs and provide services to eligible clients as mandated by the Older Americans Act (42 USCS Sections 3001-3058), Code of Federal Regulations (45 CFR 1321.1 – 1321.83), Title 22, California Code of Regulations (CCR), Section 7000 et seq. and Department of Community and Senior Services (CSS) Program Memoranda/Directives and Standard Operating Procedures. The CONTRACTOR is obligated to provide the services described herein. The COUNTY has established a fixed rate for each unit of service provided by the CONTRACTOR.
- 1.2. The Congregate Meals Program (C-1) provides Elderly Nutrition Services (meals) that are intended to maintain or improve the physical and social well-being of mobile older adults in a group setting at strategically located sites to persons sixty (60) years of age or older. These services include: procurement, preparation, transportation and the serving of meals.
- 1.3. The Home-Delivered Meals/Telephone Reassurance Program (C-2/III-B) provides Elderly Nutrition Services that are intended to maintain and/or improve the physical and social well-being of homebound older adults. The Program ensures that nutritious meals are delivered/provided in home environments/settings to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These services include: procurement, preparation, service and delivery of meals.

2.0) CLIENT ELIGIBILITY

- 2.1. The U.S. Department of Health and Human Services Administration on Aging determines the criteria for the Nutrition Programs. The criteria are based on the current guidelines of the Older Americans Act of 1965, as Reauthorized. The guidelines may be enhanced based on California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, CONTRACTOR shall only provide Elderly Nutrition Services to eligible individuals.

2.2. CONGREGATE MEALS- Individuals are eligible to become clients and receive Elderly Nutrition Services at the congregate site, a location where meals are served, under the guidelines of the Congregate Meals Program when they meet at least one (1) of the following criteria:

2.2.1 An Older Individual (an individual who is age sixty (60) or above);

2.2.2 The spouse of any Older Individual who accompanies the Older Individual who participates in the program to the dining site;

2.2.3 A person with a disability, under age sixty (60) who resides in a housing facility occupied primarily by Older Individuals at which congregate meal services are provided; or

2.2.4 A disabled individual who resides at home with and accompanies an Older Individual who participates in the program to the dining site.

Disability – means a condition attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

- Self-care
- Receptive and expressive language
- Learning
- Mobility
- Self-direction
- Capacity for independent living
- Economic self-sufficiency
- Cognitive functioning
- Emotional adjustment

2.2.5 Volunteer for Congregate Meals:

- A volunteer is a person who participates in providing meal services without pay.
- A volunteer may be offered a meal if doing so will not deprive an Older Individual of a meal.
- CONTRACTOR will develop a written policy for providing and accounting for volunteer meals served.

2.3. HOME-DELIVERED MEALS – Older Individuals who are eligible to become clients and receive services under the guidelines of the Home-Delivered Meals/Telephone Reassurance Program when they meet at least one (1) of the following criteria:

2.3.1 An Older Individual (age 60 or above) who is frail and homebound by

reason of illness, disability, or is otherwise isolated. The Older Individual must meet the definition of "frail" as defined in Section 7119 of Title 22 California Code of Regulations (22 CCR 7119);

2.3.2 "Frail" is defined as an Older Individual is determined to be functionally impaired because the individual either:

2.3.2.1 Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.

2.3.2.2 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

2.3.3 The spouse of any Older Individual described in Subsection 2.3.1, regardless of the spouse's age or condition, if an assessment by CONTRACTOR concludes that it is in the best interest of the frail/homebound Older Individual;

2.3.4 An individual with a disability who resides in the home of any Older Individual as described in Subsection 2.3.1, if an assessment by CONTRACTOR concludes that it is in the best interest of the homebound Older Individual;

2.3.5 Priority should be given to Older Individuals described in Subsection 2.3.1.

3.0) SPECIFIC TASKS

3.1. The following guidelines establish the definitions and standards for the provision of services that are required by the Elderly Nutrition Program. The unit of service is defined as a measure of output (benefit/service) expressed as meal served and/or telephone reassurance calls to the Older Individual. The unit of measurement is the quantitative representation of the output (benefit/service) provided to the Older Individual; this measurement forms the basis upon which reimbursement is made to the CONTRACTOR. The unit rate is the amount that is reimbursable by the Program for each measure of service provided by the CONTRACTOR.

3.2. Congregate Meals Program and Home-Delivered Meals Program General Requirements:

- 3.2.1 Each meal provided by CONTRACTOR shall provide a minimum of 33^{1/3}% of the current Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science, and follow the most recent Dietary Guidelines for Americans published by the U.S Department of Health and Human Services.
- 3.2.2 CONTRACTOR must serve a minimum of one (1) meal per day, five (5) or more days per week. Meals must be provided a minimum of 249 days per year. CONTRACTOR may request a waiver from the Los Angeles County Area Agency on Aging (AAA) Nutritionist, the Registered Dietician (RD) who supervises the Nutrition Program, to operate on a reduced frequency.
- 3.2.3 Menus shall:
- Conform to the menu planning and nutrition standards of the AAA and the California Department of Aging (CDA). See Menu Writing Specifications and Requirements as revised annually.
 - Be approved by the Dietary Administrative Support Services (DASS Program) Registered Dietitian and certified by the AAA Nutritionist.
 - Be planned for a minimum of five (5) weeks.
 - Reflect cultural and ethnic dietary needs of clients, when feasible and appropriate.
 - To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of program participants. Special dietary menu variations must be approved by the AAA Nutritionist.
- 3.2.4 Each meal provided by CONTRACTOR shall comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to an older individual as well as satisfy all the requirements of Title 22, CCR, Section 7638.5 and safety standards as written in the current California Retail Food Code (Cal Code) (Cal Health & Safe Code § 113700, et seq.).
- 3.2.5 Where feasible and appropriate, CONTRACTOR shall make arrangements for the availability of meals to eligible participants during a major disaster, as defined in 42 U.S.C. 5122(2).
- 3.2.6 When CONTRACTOR knows, or reasonably suspects that a Program participant has been the victim of abuse, CONTRACTOR shall report the abuse to the authorities in accordance with Section 15630 of the California Welfare and Institutions Code.

3.2.7 Each CONTRACTOR will conduct an annual Client Satisfaction Survey to obtain the views of Clients about services rendered.

3.3. Congregate Meal Additional Requirements:

3.3.1 Meal Delivery – CONTRACTOR:

- Must ship hot food to congregate sites in insulated containers, heated containers, or heated trucks to maintain temperature of 140°F or above.
- Must ship cold food in ice chests, insulated containers, or refrigerated trucks to maintain temperatures of 40°F or below.
- May ship bread, whole fruits, cookies, cake, and other non-potentially hazardous foods at room temperature.

3.3.2 Meals Service – CONTRACTOR shall:

- Hold hot food hot for a maximum of three (3) hours from the completion of cooking at the central kitchen to the completion of service at the congregate site.
- Hold hot food hot, as described in Subsection 3.3.1 above, for a maximum of two (2) hours at the congregate site.
- Serve meals at regular time at each congregate site.
- Follow the provisions of "Offer Versus Serve", as found in 7 CFR 226.20(q).
- Ensure each congregate site maintains a minimum participation of at least 18 eligible Older Individuals per day. CONTRACTOR may request a waiver of this requirement from the AAA Nutritionist.

3.3.3 Menus shall:

- Be posted in a location easily seen by clients at each congregate meal site.
- Be legible and easy to read in the language of the majority of the clients.

3.3.4 Each congregate meal shall be served in a facility that complies with the Americans with Disabilities Act; has restrooms, lighting, and ventilation, which meet the requirements of Cal Code and has equipment, including tables and chairs that is sturdy and appropriate for Older Individuals. Tables should be arranged to assure ease of access and encourage socialization.

3.4. Home-Delivered Meals Additional Requirements (for all Home-Delivered Meals Contractors):

3.4.1 Each home delivered meal may consist of hot, cold, and/or frozen food.

3.4.2 CONTRACTOR shall set regular delivery schedule so meals will be delivered at a consistent time every day.

3.4.3 CONTRACTOR must provide written instructions, in the language of the majority of participating Older Individuals, for handling and reheating home-delivered meals.

3.4.4 Shipping Requirements:

- Hot meals must be shipped in insulated containers, heated containers, or heated truck to maintain temperature 140°F or above.
- Cold food must be shipped in ice chests, insulated containers or refrigerated trucks to maintain temperatures 40°F or below.
- Bread, whole fruits, cookies, cake, and non-potentially hazardous foods may be shipped at room temperature.

3.4.5 Hot Meals:

- The hot home-delivered meals shall be delivered to participants in a sanitary manner and within a period of time to maintain quality and to assure absence of contamination as detailed in 3.4.4 above.
- Maximum length of a hot home delivered meal route is two hours (2 hours) or longer with approval from the AAA Nutritionist.
- CONTRACTOR, central kitchen, or caterer must utilize a batch production (producing the product in multiple loads/batches) cooking schedule if the same drivers deliver meals on two routes on the same day. Food may not be held hot for more than three hours in the central kitchen and in the delivery vehicle combined.

3.4.6 Frozen Meals:

- Frozen food will be handled in a sanitary manner so as to assure absence of contamination and packaged so as to assure temperature control.
- Meals must remain frozen until the final stop. Temperature should be no higher than 31°F.

3.5 Telephone Reassurance - Provides regular contact and safety checks by trained volunteers and/or staff to reassure and support Older Individuals who are homebound. The following guidelines are applicable to Telephone Reassurance Services:

- 3.5.1 Eligible Client must be either a home-delivered meal recipient or on a waiting list for home delivered meals.
- 3.5.2 Telephone Reassurance Service must be provided to all recipients of frozen home-delivered meals and all persons on a waiting list for home-delivered meals.
- 3.5.3 Telephone Calls Frequency:
 - At a minimum, CONTRACTOR must telephone clients one (1) day per week for frozen meal clients and one (1) call every month for waiting list clients.
 - At the discretion of CONTRACTOR, hot home-delivered meals clients may be called one (1) day per week.
 - CONTRACTOR must establish and maintain a telephone log demonstrating frequency of calls for hot, frozen and waiting list home-delivered meals.

4.0) CLIENT ASSESSMENT FOR CONGREGATE AND HOME-DELIVERED MEALS

4.1. CONTRACTOR shall comply with the following:

- 4.1.1 Register each eligible Older Individual in the Congregate and Home-Delivered Meal programs using the Client Intake form (Attachment XVIII, Contract). All information in the Client Intake Form must be completed including Activities of Daily Living (ADL), the Instrumental Activities of Daily Living (IADL) and conducting a nutrition screening (utilizing the Nutrition Screening Initiative Check List). For Congregate Meal program, CONTRACTOR shall register each Older Individual within the first two weeks of their participation.
- 4.1.2 The Client Intake information (obtained pursuant to Section 4.1.1 above), including ADL, IADL and nutrition screening, must be updated annually.
- 4.1.3 CONTRACTOR is required to work with the AAA's ENHANCE Program Contractor identified on the annual Nutrition Program Provider List to refer Clients that the CONTRACTOR has assessed at high nutrition risk according to the National Screening Initiative Check List . See Section 7.0, Mandatory Coordination with ENHANCE Program, of this Statement of Work.
- 4.1.4 Assist Older Individuals in taking advantage of benefits under other supportive services programs (45 CFR Section 1321.65(f), and CONTRACTOR shall provide referral(s) as necessary.

4.2. Home-Delivered Meal CONTRACTORS shall also:

- 4.2.1 Implement criteria to assess the level of need for each eligible home-delivered nutrition service client outlined in Section 2.3 above and the appropriate section(s) of the AAA Food Service Standard Operating Procedures Manual including any amendments or revisions to the Manual.
- 4.2.2 CONTRACTOR's initial determination of eligibility for Home-Delivered Meals Services may be accomplished by telephone.
- 4.2.3 CONTRACTOR's written assessment of client eligibility shall be done in the home of the client within two (2) weeks of beginning meal service.
- 4.2.4 Reassess client need(s) on a quarterly basis and perform a reassessment of a client's needs in the client home a minimum of every other quarter.
- 4.2.5 CONTRACTOR must include a written record of each client's assessment and reassessment and any other updates in the client's file.
- 4.2.6 Establish a waiting list for home-delivered meals whenever the home-delivered meal CONTRACTOR is unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on older individuals with greatest economic need, older individuals with greatest social need, older individuals at risk for institutional placement, and/or in accordance with policy established by the home-delivered meal CONTRACTOR with an approval from the AAA Nutritionist.

5.0) NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)

- 5.1 The purpose of the NSIP is to provide incentives that encourage and reward effective performance by CONTRACTOR in the efficient delivery of nutritious meals to Older Individuals. The program is administered by the United States Administration on Aging (AoA) within the federal Department of Health and Human Services. The program provides additional funding to supplement the cost for food used in meals served under the Section 311 of Older Americans Act (OAA). NSIP reimbursement may be requested by CONTRACTORS for meals which:
 - 5.1.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (42 U.S.C. 3030g-21).

- 5.1.2 Are served to eligible participants, as specified in Sections 2.2 and 2.3 of this Statement of Work.
- 5.1.3 Are served to volunteers of any age pursuant to Subsection 2.2.5 of this Statement of Work.
- 5.1.4 Meet the other requirements outlined in 3.2.1, 3.2.2, 3.2.3, and 3.2.4 above.
- 5.1.5 Follow the provisions of "Offer Versus Serve", as found in 7 CFR 226.20(q):
 - 5.1.5.1 Congregate meal participants may be permitted to decline items due to preference or medical reasons.
 - 5.1.5.2 NSIP reimbursement is not affected when a participant declines menu items.

5.2 Use of NSIP cash reimbursement: NSIP reimbursement shall be used only to purchase food used in the Elderly Nutrition Program.

5.3 NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program.

6.0) MANDATORY COORDINATION WITH CENTRALIZED DIETARY ADMINISTRATIVE SERVICES (DASS PROGRAM) CONTRACTOR

- 6.1. CONTRACTOR is required to work with the AAA's DASS Contractor (identified in the AAA Annual Nutrition Provider List) to receive the following nutrition services: Project Dietitian/Nutritionist oversight, nutrition education for congregate and home-delivered meal participants, quality assurance, monitoring of meal sites and routes, training for food service staff and volunteers, and technical assistance in areas such as menu development, caterer selection, purchasing and problem-solving.
- 6.2. The CONTRACTOR shall correct any problems noted in DASS Contractor's Monitoring Reports submitted to the CONTRACTOR each month.
- 6.3. Development of Project Menus: A Project Dietitian/Nutritionist is assigned by DASS Contractor to the CONTRACTOR to develop menus for the Nutrition Program in conjunction with the CONTRACTOR, food production staff, caterers and the CONTRACTOR'S Senior Project Advisory Council, a group of program participants organized by the CONTRACTOR to give the program input and advice.

- 6.4 Approval Project Menus: Project menus meeting Dietary Guidelines requirements (Section 339 of the OAA (42 USC 3030g-21)) must be approved by the AAA DASS Contractor and certified (reviewed and approved) by the AAA Nutritionist.
- 7.0) MANDATORY COORDINATION WITH EFFECTIVE NUTRITIONAL HEALTH ASSESSMENT NETWORKS OF CARE FOR ELDERLY (ENHANCE) PROGRAM CONTRACTOR
- 7.1. CONTRACTOR is required to make client referrals of all clients who are diabetics or who score six (6) and above on the Nutrition Risk Scale on the Client Intake Form to AAA's ENHANCE Contractor (identified in the AAA Annual Nutrition Program Provider list) either in person or by FAX, phone or E-mail.
- 7.2. CONTRACTOR may plan and schedule appropriate Health Promotion / Disease Prevention Clinics which are selected with input from Project Advisory Council and coordinated ENHANCE Contractor.
- 8.0) CENTRAL KITCHEN/CATERER
- 8.1. In order to provide the meals prepared pursuant to this Contract, the CONTRACTOR must utilize a central kitchen or caterer for the preparation of meals. In either case, the CONTRACTOR shall ensure that the following guidelines are implemented:
- 8.1.1. CONTRACTOR shall employ a Nutrition Project Director, Food Service Manager or a Caterer, and Site Manager who are certified Food Handlers by the Los Angeles County Department of Public Health. There must be a certified person in-charge at each kitchen and at each congregate meal site. The Nutrition Project Director and Food Service Manager/Caterer must obtain Hazard Analysis and Critical Control Points (HACCP) Program training.
- 8.1.2. CONTRACTOR shall ensure that all kitchens, congregate sites, and caterers maintain and utilize operational HACCP and quality assurance programs.
- 8.1.3. CONTRACTOR shall conform to the requirements outlined in 22 CCR 7630-7638.13 and the appropriate section(s) of the AAA Food Service Standard Operating Procedures Manual including any amendments or revisions.

SELECTION OF CATER PROVIDER

- 8.2. Competitive Bid Process/Procurement of Caterer (catering services): CONTRACTOR proposing sub-contracting the preparation of meals is required to contract only with caterers approved by the AAA Nutritionist (see AAA Approved Caterer List).
- 8.3. CONTRACTOR shall award an elderly nutrition services contract to caterer for congregate and/or home-delivered meals through a competitive bid process, pursuant to Title 22 Sections 7352 through 7364.
- 8.4. CONTRACTOR must have approval from the County prior to entering a Third Party Agreement.
- 8.5. CONTRACTOR must submit the completed form(s) to the AAA Nutritionist for review and approval.

9.0) HEALTH AND FIRE INSPECTIONS

CONTRACTOR must maintain a grade of "B" or better from the Los Angeles County Department of Health Services (LACDHS) based on inspections conducted by LACDHS. CONTRACTOR must submit copies of the annual inspection reports from both LACDHS and the Los Angeles County Fire Department for each congregate site, central kitchen and/or caterer.

11.0) CONTRIBUTIONS AND FEES FOR COST OF MEALS

- 11.1. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal.
- 11.2. CONTRACTOR shall develop a suggested contribution with input from the Project Advisory Council.
- 11.3. When developing this contribution amount, the income ranges of the Older Individuals in the community and the CONTRACTOR's additional sources of income shall be considered.
- 11.4. A sign indicating the suggested contribution for eligible individuals, and the guest fee (amount charged to non seniors), shall be posted by CONTRACTOR near the contribution container at each congregate meal site.
- 11.5. The guest fee shall be sufficient to cover all meal costs.
- 11.6. No eligible individual shall be denied participation because of failure or inability to contribute.

- 11.7. CONTRACTOR shall ensure that the decision to contribute as well as the amount of the eligible client's contribution is kept confidential.
- 11.8. CONTRACTOR shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the CONTRACTOR's site.
- 11.9. All contributions and fees shall be identified as Program Income and used to: increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

12.0) SUMMARY OF SERVICE UNITS

12.1. Required Unit of Service	Unit of Measurement	Maximum Unit Rate
Meal served to eligible participant at congregate site (C1)	One (1) meal served containing typical American foods (Beef Stew, etc.)	\$4.33
	One (1) meal served-containing Ethnic foods ⁽¹⁾	\$5.33
Meal served to eligible Home-Delivered Meal participant (C2)	One (1) meal served- Hot	\$5.34
	One (1) meal served-Frozen	\$3.71
Telephone Reassurance	One (1) telephone call	\$0.55

⁽¹⁾ Ethnic foods (Asian, Kosher, etc.) costs are deemed higher due to the special food components that are not available in most markets or special food production processes. Contractors shall provide sufficient documents justifying the increase cost in providing Ethnic meals.

- 12.2. Unit rates may be subject to change based on fund availability and Program costs.
- 12.3. In addition, CONTRACTOR may receive the following reimbursement from NSIP funds.

Required Unit of Service	Unit of Measurement	Maximum Unit Rate
NSIP – Meal Served to Eligible Participant at Congregate	1 meal served	\$0.54
NSIP –Meal Service to Eligible Home Delivered Meal Participant	1 meal served	\$0.60

- 12.4. Nutrition Services Incentive Program rates are based on funding availability and are subject to change by the AAA.

13.0) ADDITIONAL REQUIREMENTS

In addition to the specific tasks necessary to provide units of service to clients, the CONTRACTOR must also adhere to minimum requirements to ensure that the CONTRACTOR maintains the level of care, performance, staffing, reporting and compliance with Los Angeles County, California State, and Federal guidelines that govern the Program.

- 13.1 CONTRACTOR shall provide Outreach, marketing the Program's services to all ethnic groups in each Supervisorial District in which services are being provided by CONTRACTOR.

Outreach is defined as interventions initiated by CONTRACTOR for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.

- 13.2 CONTRACTOR must have written procedures to protect the confidentiality and privacy of client information collected for Program purposes in accordance with Title 22 CCR 7500(b).
- 13.3 CONTRACTOR must maintain a cash reserve, without using grant funds; equal to the amount it would cost to operate the program for one month.
- 13.4 CONTRACTOR shall track all contract funds and CONTRACTOR shall provide a tracking of contract funds during audits.

14.0) CONTRACTOR PERSONNEL

14.1 General Requirements

- 14.1.1 There shall also be a sufficient number of qualified staff with the appropriate education and experience to carry out the requirements of the Elderly Nutrition Program. The total number of staff shall be based on the method and level of services provided, and the size of the service area.
- 14.1.2 CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, and any other applicable staffing requirements of COUNTY for CONTRACTOR to provide services hereunder.

Such personnel shall be qualified in accordance with all applicable requirements and any amendments thereto.

- 14.1.3 The CONTRACTOR shall ensure that CONTRACTOR staff shall be available to all clients, referral sources, and other individuals on a minimum five-day-a-week basis. Personal telephone contact shall be available during CONTRACTOR'S hours of operation. CONTRACTOR shall ensure that each CONTRACTOR site has a telephone answering machine or voice mail in place during off-business hours.

14.2 Each CONTRACTOR staff must include a Nutrition Project Director

- 14.2.1 Responsibilities: The Nutrition Project Director will plan, organize and direct all administrative and program activities related to the Program/AAA Contract. The Nutrition Project Director will define lines of authority and will develop the roles and parameters of responsibility for congregate meal staff consistent with established requirements. In addition, the Nutrition Project Director serves as the coordinator/liaison for all AAA-funded services, ensuring that any overall communications relevant to AAA services are conveyed to the appropriate personnel.

14.2.2 Minimum Education, Experience and Qualifications:

14.2.2.1 Bachelor's degree

- 14.2.2.2 A minimum of two (2) years experience in food services or a related field or approval by the AAA Nutritionist. In addition, the individual must possess and demonstrate the following:

- Ability to provide guidance on decisions requiring judgment and assistance with problem situations;
- Administrative ability to explain goals, policies, and procedures and assist staff in adjusting to changes that occur;
- Ability to evaluate the performance of food service/site managers based on established criteria;
- Expertise in the provision of social service to older adults;
- Successful completion of a basic course of training in Hazard Analysis Critical Control

Point (HACCP) ; within six (6) months of hire;
and

- Current certification as a Food Handler by the Los Angeles County Department of Public Health Services or certification within six (6) months of hire.

14.3 Food Service Manager

14.3.1 Responsibilities: When CONTRACTOR operates a central kitchen, providing participant meals, the CONTRACTOR shall employ a Food Service Manager who shall oversee the daily food service operations, both managerial and administrative, of the Nutrition Services Program

14.3.2 Minimum Education, Experience and Qualifications: The Food Service Manager shall be certified as a Food Handler by the Los Angeles County Department of Public Health, have successfully completed the basic HACCP course, and within six (6) months of hire meet one (1) of the following criteria:

- Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor; or,
- Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at the college level. Prior to completion of required hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian; or,
- Two (2) years experience managing food services. Such experience shall be verified by the CONTRACTOR and approved by the AAA Nutritionist prior to hire.
- Must speak, read, write, and communicate fluently in English.
- Spanish fluency is desirable.

14.4 Site Manager

CONTRACTOR staff must include Site Manager(s)

14.4.1 Responsibilities: The Site Manager will be located at each congregate nutrition meal service site to oversee all the daily activities and shall physically remain at the site during the time that the congregate meal activities occur.

14.4.2 Minimum Education, Experience and Qualifications: The Site Manager must obtain certification as a Food Handler from the Los Angeles County Department of Public Health within six (6) months of being hired.

- Site manager must be able to speak, read, write, and communicate in English.
- Spanish fluency is desirable.

14.5 Other Staff

14.5.1 Volunteer Services: Volunteers shall be recruited and used in any phase of program operations where qualified.

14.5.2 Preference to Older Individuals: Preference shall be given to hiring Older Individuals subject to the qualifications of the position.

14.5.3 CONTRACTOR shall provide sufficient number of additional qualified staff with the appropriate education and experience to carry out the requirements of the Program. The total number of staff shall be based on method and level of services provided and the size of CONTRACTOR's service area.

14.5.4 CONTRACTOR shall always have someone with authority to act on behalf of CONTRACTOR available during work hours.

14.6 Caterer (not applicable to CONTRACTOR utilizing a central kitchen as the sole means of congregate or home-delivered meal preparation).

Minimum Education, Experience and Qualifications Caterer must meet the minimum education, experience and qualifications outline above for Food Service Manager.

15.0) LICENCES

15.1 CONTRACTOR shall obtain and maintain, during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of services hereunder. A copy of each license, permit and

certificate shall be sent to CSS, Contract Management Division (CMD) prior to the execution of the Contract.

15.2 If CONTRACTOR operates a Program kitchen facility and/or subcontracts with a caterer, CONTRACTOR must maintain proof of the following:

- Public Health Permit/Business license
- Health Department Inspection Report (recent 12 months)
- Fire Department Inspection Report (recent 12 months)
- Hazard Analysis Critical Control Point (HACCP) Certificate, ServSafe Certificate and Certified Food Handler Permit for food service manager
- Insurance as indicated in the Contract Part I, Section 4.0, Insurance Requirements.

16.0) MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

CONTRACTOR must demonstrate the ability to serve “ethnically-sensitive” meals to targeted populations in the proposed service area.

The CONTRACTOR must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staffs that are multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR and its staff are expected to develop cultural competency and cross-cultural clinical practice skills. The CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of clients.

17.0) QUALITY ASSURANCE

17.1 On an annual basis, the AAA will implement quality assurance measures. The CONTRACTOR shall convene a committee or task group that performs Continuous Quality Improvement (CQI) functions, including conducting customer satisfaction surveys and other specific studies related to the CQI processes. This committee will also set policies as well as review and approve recommendations.

17.2 CONTRACTOR will cooperate with DASS Contractor and AAA Nutritionist and correct any findings from DASS monthly reports and AAA Nutritionist assessments.

17.3 CONTRACTOR shall immediately inform COUNTY of any issues that may prevent or hinder service performance.

18.0) TRAINING

- 18.1 CONTRACTOR shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (including volunteers).
- 18.2 CONTRACTOR is responsible for ensuring its staff, both existing and new, are properly trained in all areas related to providing Elderly Nutrition Program.
- 18.3 CONTRACTOR shall develop and implement a staff training curriculum each year utilizing the DASS Contractor and resources of the AAA as available, and calling upon experts within the aging network to develop and/or provide training.
- 18.4 The CONTRACTOR'S Project Director shall ensure, to the extent possible, that all appropriate CONTRACTOR staff attend relevant training sessions established by the AAA for their benefit, and that, at a minimum, a CONTRACTOR staff person represents the CONTRACTOR at each relevant training session. The AAA may establish, provide, and/or require mandatory training of CONTRACTOR staff at its discretion.
- 18.5 CONTRACTOR will coordinate staff training with DASS Contractor and AAA Nutritionist.
- 18.6 CONTRACTOR shall comply with all training requirements outlined in Title 22CCR Section 7636.5.

19.0) COLLABORATIONS

CONTRACTOR must form collaborations with other AAA Contractors, including Nutrition Contractors, and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of services. CONTRACTOR shall develop linkages with other community-based long-term care service providers, particularly those that see the client at home. CONTRACTOR is encouraged to share vital assessment information with other agencies providing services to the client in the home (such as Case Management and ENHANCE Program.) However, in sharing information with other agencies, the CONTRACTOR must respect client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

The CONTRACTOR shall establish procedures to protect all participant level information consistent with the terms of the Contract and all applicable laws and shall not disclose participant information outside of CSS and its partners without written consent from CSS and the participant.

20.0) PROGRAM PERFORMANCE/REALLOCATION OF FUNDS

- 20.1 The CONTRACTOR is required to serve 100% of meals contracted for and as stated in Exhibit C, Proposed Program Services within the contracted year.

- 20.2 The performance of CONTRACTOR will be reevaluated as of the end of December of each fiscal year, and funds may be reallocated. If CONTRACTOR fails to serve 95% of the meals required under this contract (Exhibit C, Proposed Program Services), required, funds may be reduced and reallocated to other Elderly Nutrition Program agencies that are over performing above 100% and qualify for grant increases. Additionally, the County at its discretion may reduce the CONTRACTOR's annual grant for the following fiscal year to more accurately reflect the CONTRACTOR's level of service.
- 20.3 The Contract includes Performance Requirements Standards that will measure the CONTRACTOR's performance related to Program and operational measures. The Contract includes a Performance Requirements Summary (PRS) chart (Exhibit B to the Contract) that summarizes the standards required and their corresponding Acceptable Quality Level. CONTRACTOR is responsible for meeting the Acceptable Quality Levels provided in the PRS Chart as well as the provision of services outlined in Exhibit C, Proposed Program Services.

21.0) OUTCOME MEASURES

CONTRACTOR is required to conduct ongoing customer satisfaction surveys for congregate and home-delivered meal clients. The results of the surveys will be used by CONTRACTOR to make changes to the menu and make quality improvements in nutrition services provided to older adults. The CONTRACTOR may be asked to comply with and develop other outcome measures. The AAA is committed to providing the most comprehensive nutrition services by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition related supportive services. See Exhibit B, Performance Requirements Summary Chart for additional program Performance Requirements.

22.0) REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 22.1 The California State Department of Aging requires CONTRACTOR to establish record procedures that ensure the accuracy and authenticity of the number of eligible Older Individual meals served each day. CONTRACTOR shall submit, on a monthly basis and no later than the 10th business day of the month following the month of service, the total number of meals served to AAA MIS Data Analyst and AAA Nutritionist.
- 22.2 CONTRACTOR shall develop and maintain records on congregate and home-delivered meal participants including Client Intake, Assessment and Reassessment.

- 22.3 CONTRACTOR shall provide to AAA MIS Data Analyst and Nutritionist, in a timely manner, statistical and other information which the AAA requires in order to meet its planning, coordination, evaluation and reporting requirements.
- 22.4 CONTRACTOR shall verify and ensure accuracy of data represented in the mandated program requirements and financial reports prior to CONTRACTOR's submission to the AAA MIS Data Analyst and Nutritionist.
- 22.5 All records and reports shall be maintained and made available for audit, assessment, or inspection by authorized representatives of CSS.

23.0) MANAGEMENT INFORMATION SYSTEMS (MIS) REQUIREMENTS

- 23.1 CONTRACTOR is required to participate in the CSS automated Management Information System (MIS) and to have a compatible microcomputer system, a dedicated phone line, and to maintain equipment and the system in accordance with the configuration specifically approved by the Los Angeles County. Only systems, equipment, software, and on-line communications approved by the County shall be installed on the MIS Direct Data Entry system. CONTRACTOR shall be responsible for its own data input of required information for monthly transmission to the central database system located at the AAA.
- 23.2 All computer hardware should be standard and common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the following specifications may be acceptable only upon AAA approval.
- 23.3 Hardware – CONTRACTOR is required to have the following:
 - 23.3.1. An Intel Processor, Pentium 4 (2 Gigahertz GHz or greater) with Windows 2000, Professional Edition, a minimum of 512 Megabytes of RAM and a hard drive with 40 Gigabytes in addition to a keyboard, mouse, CD-ROM drive (48x or better), and a standard monitor (with a minimum 17" screen).
 - 23.3.2. A standard laser printer
 - 23.3.3. Surge suppressor devices with EMI/RFI filter capability
 - 23.3.4. CONTRACTOR must maintain at its headquarters a reliable high speed DSL cable modem or broadband access to the

Internet and a 56-kilobits (K) modem and telephone line available as backup.

23.3.5. Service delivery sites that are remote from the CONTRACTOR'S headquarters may also be required to have one (1) of the following:

- Notebook or laptop computer that is synchronized with the headquarters computer on a daily basis
- Tower or laptop computer and a 56K modem and telephone line for Internet access.

23.3 CONTRACTOR is required to have the following:

23.3.1 Anti-virus software installed.

23.3.2 Microsoft Internet Explorer 6.0 or higher.

23.3.3 The following software may also be required:

- Microsoft Office 2000 Professional or Microsoft Office XP Professional.
- Internet security software installed.

23.4 Staffing

23.4.1 CONTRACTOR shall assign a staff person, other than the Project Director and not a volunteer, to have the primary responsibility for the MIS system. This person may perform this function on a part-time basis (at least 20 hrs/week) and perform other provider functions, but this person will be the primary contact person for MIS issues and problems. The individual must be able to set up and install the hardware and software and perform all basic operations and database backups, as required. This individual will direct and supervise the work of other staff and volunteers who may work on the computer, and oversee the security of all hardware, software and data. A back-up staff person (who is not a volunteer) must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.

23.4.2 CONTRACTOR shall inform the AAA MIS Data Analyst of the name of the CONTRACTOR MIS staff person and backup within two weeks of their assignment or reassignment.

23.4.3 Facilities

CONTRACTOR shall provide the following:

- A table or desk for the computer, printer and scanner with adequate workspace.
- Appropriate electrical outlets.
- A direct (not rotary or PBX) analog telephone line at computer location.
- Additional telephone lines (as required/directed for Client Tracking)
- A secure, locked room or lock-down cables to secure all equipment.

23.5 Maintenance

CONTRACTOR is responsible for all maintenance, repair, or replacement of hardware and software required for MIS, which must be done in a timely and efficient manner. Equipment must be available for inspection by AAA staff during regular business hours.

23.6 Supplies

CONTRACTOR is responsible for all necessary supplies, including diskettes, paper, ribbons, cartridges and other media.

23.7 Future Changes

Technology and computers are changing rapidly and the AAA may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software and communication lines, as the AAA deems appropriate. CONTRACTOR must supply all equipment, peripherals, supplies, etc. that may be required by the AAA for future changes.

24.0) LOCATION OF SERVICE AND HOURS OF OPERATION

24.1 CONTRACTOR shall continuously manage, operate, and perform Program services at the congregate meal sites and the central kitchen(s) at the location(s) indicated in Exhibit C, Proposed Program Services of this Contract.

CONTRACTOR shall obtain:

- All required building inspection certificates (health, fire, etc.); and
- Prior written consent of the Director of Community and Senior Services or authorized designee, and shall comply with Part II, Section 22.0, Contract

Modifications/Amendments, of the Contract, if applicable, before modifying or terminating services, or revising hours of service delivery at a previously designated location(s) and/or before commencing such services at any other location.

24.2 CONTRACTOR shall ensure that all site locations/buildings and surrounding areas are: maintained in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations; The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition; The physical locations shall be acceptable to the public. The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990.

24.2.1 The CONTRACTOR shall publicly display the days and hours of operation for the provision of contracted services. The CONTRACTOR shall ensure that availability for Program services is appropriate for the demographics associated with the service area (site location).

24.2.2 The CONTRACTOR's office shall be open 8 hours per day. The Central Kitchen shall be in operation 6 to 8 hours per day. The congregate sites shall be open a minimum of 4 hours per day.

24.2.3 CONTRACTOR must serve meals at regular fixed times at each congregate site. CONTRACTOR may select meal times according to the following schedules:

- Breakfast will be served between 8 a.m. and 10:30 a.m.
- Lunch will be served between 11 a.m. and 3 p.m.
- Dinner will be served between 4 p.m. and 7 p.m.

24.2.4 CONTRACTOR must deliver home-delivered meals to Older Individuals between 9 a.m. and 3 p.m.

24.2.5 CONTRACTOR will inform County one hundred and eighty (180) days notice if location of CONTRACTOR'S office, Congregate Meal site(s), or central kitchen is relocated.

24.3 Multipurpose Senior Centers

If CONTRACTOR operates a Multipurpose Senior Center as defined under Title 42 USCS Section 3002, CONTRACTOR must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

24.3.1 If CONTRACTOR operates a multipurpose senior center CONTRACTOR shall also comply with the provisions contained in the following acts:

- Copeland "Anti-Kickback" Act (18 USCS 874, 500 SC 276c) (29 CFR, Part 3).
- Davis-Bacon Act (40 USCS 276a-7) (29 CFR, Part 5.0).
- Contract Work Hours and Safety Standard Act (40 USCS 327-330) (29 CFR, Part 5).
- Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

24.3.2 Authorized COUNTY, State or Federal representatives shall have the right to monitor CONTRACTOR'S performance relating to acquisition, alteration, renovation, or construction pursuant to this Contract; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with project supervisor and staff during normal business hours.

24.3.3 CONTRACTOR assures that when an existing facility has been altered (with funds made available by this Contract) and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

- Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of funds including the non-federal share, does not exceed \$30,000.
- If the Contract amount or award of funds, including the non-federal share, exceeds \$30,000, the fixed period of time shall increase one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.

- For Contract amounts, or award of funds, including the non-federal share, that exceed \$75,000, the fixed period of time shall be not less than ten (10) years.

25.0) OTHER PROVISIONS

25.1 Program Supervision, Monitoring and Review

Services hereunder shall be provided by CONTRACTOR under the general supervision of the Director of CSS or authorized designee. The CSS Director, or authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to CSS Director, or authorized designee, to authorized State representatives, and to authorized Federal representatives the right to review and monitor CONTRACTOR'S facilities, programs, records, or procedures at the discretion of COUNTY, State and Federal representatives. Appropriate staff of CONTRACTOR, as requested by the Community and Senior Services Director, or authorized designee, shall attend all training sessions and meetings called by CSS for the purposes of information sharing, policy orientation, and program development and orientation. Additionally, CONTRACTOR staff is required to regularly attend meetings in its area or other meetings designated by the AAA.

25.2 Emergencies

25.2.1 Suspension of Performance

Following written request from CONTRACTOR and upon written authorization from the COUNTY, CONTRACTOR may be excused from performance hereunder for any period of time attributable to an unavoidable delay caused by inclement weather, earthquake, fire, flood, landslides, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute, or any other unforeseeable cause beyond the control and without the fault of the CONTRACTOR. CONTRACTOR shall suspend the project only upon receipt of written approval by the COUNTY and in accordance with procedures and instructions set forth in said notice of approval.

25.2.2 Notwithstanding Subsection 25.2.1 above, CONTRACTOR shall make every possible effort to ensure meals are available to all participants during any of the emergency situations listed in Subsection 25.2.1.

25.3 Unusual Occurrences

Occurrences such as natural disaster (include earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies, such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph to the local health officer and Community and Senior Services. Crime related occurrences, such as theft or vandalism, must be reported to the local police or sheriff and CSS within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph. The CONTRACTOR shall prepare and retain an incident report on file. CONTRACTOR shall maintain all incident reports in a manner consistent with Part II, Section 66.0, Record Retention and Inspection/Audit Settlement, of the Contract. The CONTRACTOR shall furnish such other pertinent information related to such occurrence as the local authorities and/or CSS may require.

25.4 Emergency and Disaster Preparedness

- 25.4.1 Notwithstanding CONTRACTOR'S and COUNTY'S contractual objective to provide services to eligible persons age sixty (60) and over, CONTRACTOR shall make Program services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse CONTRACTOR for funds expended.
- 25.4.2 CONTRACTOR must have a written emergency plan on file describing how services will be maintained during the event of a disaster or emergency.
- 25.4.3 CONTRACTOR must maintain a registry of Program participants for emergency purposes.

26.0) CONTRACTOR MATCHING SHARE

CONTRACTOR shall provide at least 15% match (contribution) of its total Program costs/expenditures in accordance with the provisions of the Budget. Therefore, the Maximum Contract Sum funded by COUNTY provides 85% of the CONTRACTOR's total funding for Program Costs and CONTRACTOR must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or a combination thereof. The criteria for establishing the value on non-

cash items is the Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contribution of the Fair Market Value of services performed by volunteers may not exceed fifty percent (50%) of the required 15% CONTRACTOR match.

In-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

27.0) METHOD OF COMPENSATION

COUNTY, at its sole discretion, has the option of altering the method of payment from full reimbursement for units of service completed to an amount equal to one-twelfth (1/12) of the total Contract amount per month if the CONTRACTOR is over-achieving, i.e. providing meals in excess of the estimated monthly quote, and it appears funds will be completely drawn down prior to the full term of this Contract. COUNTY also reserves the right to withhold payment/reimbursement to the CONTRACTOR if the CONTRACTOR has failed to make payment to a vendor/subcontractor (e.g., caterer or food supplier, etc.) within thirty (30) days after receipt of billing.

27.1 NSIP REIMBURSEMENT: Subject to availability of funding from NSIP through the CDA and the requirements of the SOW, COUNTY agrees to make payments for NSIP funds to CONTRACTOR as follows:

27.1.1 CONTRACTOR shall submit to COUNTY a monthly invoice for congregate and/or home delivered meals served, as prescribed in the Contract, Part 1, Section 5.0, Invoices and Payments. The invoice shall contain an accounting of all meals that are eligible for reimbursement. For each meal served, CONTRACTOR is entitled to receive reimbursement at the prevailing NSIP rates for C-1 and C-2 meals (as determined by COUNTY).

27.1.2 Upon receipt of each invoice from CONTRACTOR, the COUNTY shall follow standards provide in Contract Part I, Section 5.0, Invoices and Payments. The additional and separate monies derived through NSIP shall be paid by COUNTY to CONTRACTOR based upon the NSIP prevailing entitlement rate for each Title C-1 and C-2 participant meal served.

27.1.3 If COUNTY receives notice from the CDA of any change in the NSIP entitlement rate, COUNTY shall automatically pay CONTRACTOR at the new rate for this service upon authorization by CDA to make said payment.

27.2 NSIP EXPENDITURES: CONTRACTOR shall account for and maintain all NSIP funds received under the terms of this Contract separately from any other funds administered by CONTRACTOR. CONTRACTOR shall expend all funds received hereunder in accordance with this Contract.

28.0) PUBLIC STATEMENTS

CONTRACTOR shall indicate in any and all press release(s) or any statement to the public related to the program that, "This project is funded in whole or in part, by the County of Los Angeles from funds made available under the Older Americans Act received by the County." All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	
Amendment No.:	
Modification No.:	

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations] Fiscal Year: 07/01/2008 - 06/30/2009

[Enter Agency's Address Here] [Type City] CA [Enter Zip] [Enter #'s Only]
Main Administrative Office Address State Zip Code Fax Number

[Enter Agency's Address Here] [Type City] CA [Enter Zip] [Enter #'s Only]
Mailing Address (if different from above) State Zip Code Fax Number

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title] [Enter #'s Only] [E-Mail Address]
Prefix Official Authorized to Sign for Agency Phone Number Ext. E-Mail Address

[Mr/Ms] [Enter Program Manager of the Program] [Enter Job Title] [Enter #'s Only] [E-Mail Address]
Prefix Primary/Secondary Contact for Program Phone Number Ext. E-Mail Address

GRANT SUMMARY CHART

	(A) GRANT COSTS	(B) NO. OF UNDUP CLIENTS	(C) NO. OF MEALS TO BE SERVED	(D) MATCH	(E) NON-MATCH	(F) NSIP FUNDS	(G) GRANT RELATED INCOME	(H) TOTAL PROGRAM COST A+D+E+F+G
SUP DIST.				CASH	IN-KIND	CASH	IN-KIND	
1								
2								
3								
4								
5								
\$	-	0	0	\$ -	\$ -	\$ -	\$ -	\$ -

(Do not enter information above)

PROGRAM APPROVALS: The following representatives have reviewed and approved the PPS and Budget in its entirety to be executed under this Contract.

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title] Signature Date
Prefix Type the Name of the Official Authorized to Sign for Agency Title

AAA Contract Analyst Review and Approval Signature Date

Ms. Carol Domingo
Contract Management Review and Approval Signature Date



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. Home-Delivered Meals Route Summary

	Route Name	Communities Served By Route	Vehicle Make/Model/Year	Vehicle Driver Staff/Volunteer	# of Meal Recipients	Location of Meal Packaging	Delivery Time	
							Start	End
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. Home-Delivered Meals Route Summary (Con't)

	Route Name	Communities Served By Route	Vehicle Make/Model/Year	Vehicle Driver Staff/Volunteer	# of Meal Recipients	Location of Meal Packaging	Delivery Time	
							Start	End
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								



**EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)**

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

II. Meal Cost Summary					Sup Dist 1		Sup Dist 2		Sup Dist 3		Sup Dist 4		Sup Dist 5		TOTAL	
1	Undup Cits	Unit Cost			Meals	Cost	Meals	Cost	Meals	Cost	Meals	Cost	Meals	Cost	Meals	Cost
2	Meals															
3	Hot															
4	Cold															
5	Total Cost															

III. Meals by Route:

Site #	Sup. Dist	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														
27														
28														
Total														



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency:

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. FUNDING SUMMARY

SUP DIST.	(A) GRANT COSTS	(B) NO. OF UNDUP CLIENTS	(C) NO. OF PHONE CALLS	(D) MATCH	(E) NON-MATCH	(F)	(G) TOTAL PROGRAM COST A+D+E+F
1				CASH	IN-KIND	GRANT RELATED INCOME	
2							\$ -
3							\$ -
4							\$ -
5							\$ -
	\$ -	0	0	\$ -	\$ -	\$ -	\$ -

II. TELEPHONE REASSURANCE COST SUMMARY

1	Undup Cits	Sup Dist 1	Sup Dist 2	Sup Dist 3	Sup Dist 4	Sup Dist 5	TOTAL
	Unit Cost	Phone Calls	Cost	Phone Calls	Cost	Phone Calls	Cost
2	Phone Calls						

III. PERSONNEL	(A) NO. OF EMPLOYEES	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) ANNUAL SALARY	(F) GRANTS COSTS	(G) MATCH	(H) NON-MATCH	(I) NSIP	(J) GRANT RELATED INCOME	(K) GRAND TOTAL
POSITION TITLES							CASH	IN-KIND	CASH	IN-KIND	
TOTAL PAID SALARIES											
TAXES											
BENEFITS											
TOTAL											

IV. OTHER COST DETAIL	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST	(E) GRANT COSTS	(F) MATCH	(G) NON-MATCH	(H) NSIP	(I) GRANT RELATED INCOME	(J) GRAND TOTAL
Volunteers						CASH	IN-KIND	CASH	IN-KIND	
TOTAL										



EXHIBIT D-2 - BUDGET
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. BUDGET SUMMARY

COST CATEGORIES	Match	SUP DISTRICT 1	SUP DISTRICT 2	SUP DISTRICT 3	SUP DISTRICT 4	SUP DISTRICT 5	TOTAL BUDGET
1 Personnel	Cash In-Kind						\$ -
2 Consultants	Cash In-Kind						\$ -
3 Catered Food	Cash In-Kind						\$ -
4 Raw Food Costs	Cash In-Kind						\$ -
5 Space	Cash In-Kind						\$ -
6 Equipment	Cash In-Kind						\$ -
7 Other Costs	Cash In-Kind						\$ -
8 Total Direct Costs	Cash In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Total Indirect Costs	Cash In-Kind						\$ -
10 Total Project Costs	Cash In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Grant Award	Cash						\$ -
12 Match	Cash In-Kind						\$ -
13 Non-Match	Cash In-Kind						\$ -
14 NSIP Funds	Cash						\$ -
15 Grant Related Income	Cash						\$ -
16 Agency met min. match req.							\$ -
17 Total Grant Funding	Cash In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18 Variance (line 10-17)	Cash In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



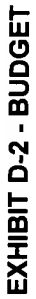
Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency:

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

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Contract No.:	0
Amendment No.:	0
Modification No.:	0

Fiscal Year: 07/01/2008 - 06/30/2009

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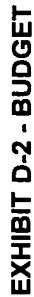


Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

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Contract No.:	0
Amendment No.:	0
Modification No.:	0

Fiscal Year: 07/01/2008 - 06/30/2009Page 5 of 5



**EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)**

Contract No.:	
Amendment No.:	
Modification No.:	

Legal Name of Agency:

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

[Enter Agency's Address Here] [Type City] CA [Enter Zip] [Enter #'s Only]
Main Administrative Office Address Zip Code Fax Number

[Enter Agency's Address Here] [Type City] CA [Enter Zip] [Enter #'s Only]
Mailing Address (If different from above) City State Zip Code Fax Number

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title] [Enter #'s Only] [E-Mail Address]
Prefix Official Authorized to Sign for Agency Phone Number Ext. E-Mail Address

[Mr/Ms] [Enter Program Manager of the Program] [Enter Job Title] [Enter #'s Only] [E-Mail Address]
Prefix Primary/Secondary Contact for Program Job Title Phone Number Ext. E-Mail Address

GRANT SUMMARY CHART

	(A) GRANT COSTS	(B) NO. OF UNDUP CLIENTS	(C) NO. OF MEALS TO BE SERVED	(D) MATCH CASH	(E) NON-MATCH CASH	(F) IN-KIND	(G) NSIP FUNDS	(H) GRANT RELATED INCOME	(I) TOTAL PROGRAM COST A+D+E+F+G
SUP DIST.									
1									
2									
3									
4									
5									
\$	-	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(Do not enter information above)

PROGRAM APPROVALS: The following representatives have reviewed and approved the PPS and Budget in its entirety to be executed under this Contract.

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title] Signature Date
Prefix Type the Name of the Official Authorized to Sign for Agency Title

AAA Contract Analyst Review and Approval
Ms. Carol Domingo Title Signature Date
Contract Management Review and Approval Title Signature Date



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. Home-Delivered Meals Route Summary

	Route Name	Communities Served By Route	Vehicle Make/Model/Year	Vehicle Driver Staff/Volunteer	# of Meal Recipients	Location of Meal Packaging	Delivery Time	
							Start	End
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____ [Enter Full Legal Name of your Agency, No Abbreviations] Fiscal Year: 07/01/2008 - 06/30/2009

I. Home-Delivered Meals Route Summary (Con't)

	Route Name	Communities Served By Route	Vehicle Make/Model/Year	Vehicle Driver Staff/Volunteer	# of Meal Recipients	Location of Meal Packaging	Delivery Time	
							Start	End
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations] Fiscal Year: 07/01/2008 - 06/30/2009

II. Meal Cost Summary			Sup Dist 1		Sup Dist 2		Sup Dist 3		Sup Dist 4		Sup Dist 5		TOTAL	
1	Undup Clts													
2	Meals	Unit Cost	Meals	Cost	Meals	Cost	Meals	Cost	Meals	Cost	Meals	Cost	Meals	Cost
3	Hot													
4	Cold													
5	Total Cost													

III. Meals by Route:

Site #	Sup. Dist	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														
27														
28														
Total														



EXHIBIT C-2 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEAL/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. FUNDING SUMMARY

	(A)	(B)	(C)	(D) MATCH		(E) NON-MATCH		(F)	(G)
SUP DIST.	GRANT COSTS	NO. OF UNDUP CLIENTS	NO. OF PHONE CALLS	CASH	IN-KIND	CASH	IN-KIND	GRANT RELATED INCOME	TOTAL PROGRAM COST A+D+E+F
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

II. TELEPHONE REASSURANCE COST SUMMARY

	Sup Dist 1	Sup Dist 2	Sup Dist 3	Sup Dist 4	Sup Dist 5	TOTAL
1 Undup Cits	Phone Calls	Cost	Phone Calls	Cost	Phone Calls	Cost
2 Phone Calls	Unit Cost	Phone Calls	Cost	Phone Calls	Cost	Phone Calls

III. PERSONNEL	(A) NO. OF EMPLOYEES	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) ANNUAL SALARY	(F) GRANTS COSTS	(G) MATCH	(H) NON-MATCH	(I) NSIP	(J) GRANT RELATED INCOME	(K) GRAND TOTAL
POSITION TITLES							CASH	IN-KIND	CASH	IN-KIND	
TOTAL PAID SALARIES						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TAXES											
BENEFITS											
TOTAL						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

IV. OTHER COST DETAIL

	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST	(E) GRANT COSTS	(F) MATCH	(G) NON-MATCH	(H) NSIP	(I) GRANT RELATED INCOME	(J) GRAND TOTAL
Volunteers										
TOTAL					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



EXHIBIT D-2 - BUDGET
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM (C-2/III-B)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. BUDGET SUMMARY

	COST CATEGORIES	Match	SUP DISTRICT 1	SUP DISTRICT 2	SUP DISTRICT 3	SUP DISTRICT 4	SUP DISTRICT 5	TOTAL BUDGET
1	Personnel	Cash In-Kind						\$ -
2	Consultants	Cash In-Kind						\$ -
3	Catered Food	Cash In-Kind						\$ -
4	Raw Food Costs	Cash In-Kind						\$ -
5	Space	Cash In-Kind						\$ -
6	Equipment	Cash In-Kind						\$ -
7	Other Costs	Cash In-Kind						\$ -
8	Total Direct Costs	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
9	Total Indirect Costs	Cash In-Kind						\$ -
10	Total Project Costs	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
11	Grant Award	Cash						\$ -
12	Match	Cash In-Kind						\$ -
13	Non-Match	Cash In-Kind						\$ -
14	NSIP Funds	Cash						\$ -
15	Grant Related Income	Cash						\$ -
16	Agency met min. match req.							\$ -
17	Total Grant Funding	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
18	Variance (line 10-17)	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -



Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009Page 6 of 9



Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009[illegible]

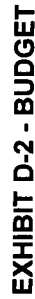


Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

Page 8 of 9



Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

Page 9 of 9



**EXHIBIT C-1 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
CONGREGATE MEALS PROGRAM (C-1)**

Contract No.:	
Amendment No.:	
Modification No.:	

Legal Name of Agency:

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

[Enter Agency's Address Here] [Type City] CA State [Enter Zip] [Enter #'s Only]
Main Administrative Office Address City Zip Code Fax Number

[Enter Agency's Address Here] [Type City] CA State [Enter Zip] [Enter #'s Only]
Mailing Address (If different from above) City Zip Code Fax Number

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title] [Enter #'s Only] [E-Mail Address]
Prefix Official Authorized to Sign for Agency Job Title Phone Number Ext. E-Mail Address

[Mr/Ms] [Enter Program Manager of the Program] [Enter Job Title] [Enter #'s Only] [E-Mail Address]
Prefix Primary/Secondary Contact for Program Job Title Phone Number Ext. E-Mail Address

GRANT SUMMARY CHART

GRANT SUMMARY SHEET										
(A)	(B)	(C)	(D) MATCH		(E) NON-MATCH		(F)	(G)	(H)	
SUP DIST.	GRANT COSTS	NO. OF UNDUP CLIENTS	NO. OF MEALS TO BE SERVED	CASH	IN-KIND	CASH	IN-KIND	NSIP FUNDS	GRANT RELATED INCOME	TOTAL PROGRAM COST A+D+E+F+G
1										
2										
3										
4										
5										
\$	-	0	0	\$	-	\$	-	\$	-	\$

(Do not enter information above)

PROGRAM APPROVALS: The following representatives have reviewed and approved the PPS and Budget in its entirety to be executed under this Contract.

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title] Signature Date
Prefix Type the Name of the Official Authorized to Sign for Agency Title

AAA Contract Analyst Review and Approval Signature Date

Ms. Carol Domingo
Contract Management Review and Approval Signature Date



EXHIBIT C-1 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
CONGREGATE MEALS PROGRAM (C-1)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. Congregate Meals Site Summary

	Site Name	Sup District	Site Address	Public Phone Number	Site Manager/ Phone Number	Meals Served			Days/Hours of Operation		
						Breakfast	Lunch	Dinner	M-F	Sat	Sun
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											



EXHIBIT C-1 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
CONGREGATE MEALS PROGRAM (C-1)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency:

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. Congregate Meals Site Summary

	Site Name	Sup District	Site Address	Public Phone Number	Site Manager/ Phone Number	Meals Served			Days/Hours of Operation		
						Breakfast	Lunch	Dinner	M-F	Sat	Sun
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											



**EXHIBIT C-1 - PROPOSED PROGRAM SERVICES (PPS)
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
CONGREGATE MEALS PROGRAM (C-1)**

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

II. Meal Cost Summary									
1	Undup Cits	Sup Dist 1		Sup Dist 2		Sup Dist 3		Sup Dist 4	
2	Meals	Unit Cost	Meals	Cost	Meals	Cost	Meals	Cost	Meals
3	American								
4	Ethnic								
5	Total Cost								
TOTAL									

III. Meals by Congregate Site:

Site #	Sup. Dist	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														
27														
28														
Total														



EXHIBIT D-1 - BUDGET
AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
CONGREGATE MEALS PROGRAM (C-1)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: _____

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

I. BUDGET SUMMARY

	COST CATEGORIES	Match	SUP DISTRICT 1	SUP DISTRICT 2	SUP DISTRICT 3	SUP DISTRICT 4	SUP DISTRICT 5	TOTAL BUDGET
1	Personnel	Cash In-Kind						\$ - \$ -
2	Consultants	Cash In-Kind						\$ - \$ -
3	Catered Food	Cash In-Kind						\$ - \$ -
4	Raw Food Costs	Cash In-Kind						\$ - \$ -
5	Space	Cash In-Kind						\$ - \$ -
6	Equipment	Cash In-Kind						\$ - \$ -
7	Other Costs	Cash In-Kind						\$ - \$ -
8	Total Direct Costs	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
9	Total Indirect Costs	Cash In-Kind						\$ - \$ -
10	Total Project Costs	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
11	Grant Award	Cash						\$ -
12	Match	Cash In-Kind						\$ - \$ -
13	Non-Match	Cash In-Kind						\$ - \$ -
14	NSIP Funds	Cash						\$ -
15	Grant Related Income	Cash						\$ -
16	Agency met min. match req.							\$ -
17	Total Grant Funding	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
18	Variance (line 10-17)	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -

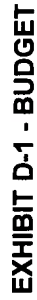


Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

[illegible]



**AREA AGENCY ON AGING (AAA) - CONTRACT PERIOD 2008-2012
CONGREGATE MEALS PROGRAM (C-1)**

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency:

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009[illegible][illegible]

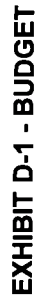


Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009

Page 4 of 5



Contract No.:	0
Amendment No.:	0
Modification No.:	0

[Enter Full Legal Name of your Agency, No Abbreviations]

Fiscal Year: 07/01/2008 - 06/30/2009Page 5 of 5

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME:

CONTRACT NUMBER:
CONTRACTORS PROJECT MANAGER:

NAME: _____
TITLE: _____
ADDRESS: _____

TELEPHONE: () - x. _____
FACSIMILE: () - _____
E-MAIL ADDRESS: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

NAME: _____
TITLE: _____
ADDRESS: _____

TELEPHONE: () - x. _____
FACSIMILE: () - _____
E-MAIL ADDRESS: _____

NAME: _____
TITLE: _____
ADDRESS: _____

TELEPHONE: () - x. _____
FACSIMILE: () - _____
E-MAIL ADDRESS: _____

Notices to Contractor shall be sent to the following:

NAME: _____
TITLE: _____
ADDRESS: _____

TELEPHONE: () - x. _____
FACSIMILE: () - _____
E-MAIL ADDRESS: _____

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

CSS DIRECTOR:

NAME: Cynthia Banks
TITLE: Director
ADDRESS: 3175 West Sixth Street
Los Angeles, CA 90020

TELEPHONE: (213) 738 – 4208
FACSIMILE: (213) 380 – 8275
E-MAIL ADDRESS: cbanks@css.co.la.ca.us

COUNTY CONTRACT MANAGEMENT MANAGER (CMM):

NAME: Carol Domingo
TITLE: Contract Manager
ADDRESS: 3175 West Sixth Street
Los Angeles, CA 90020

TELEPHONE: (213) 738 - 5090
FACSIMILE: (213) 639 - 1695
E-MAIL ADDRESS: cdomingo@css.co.la.ca.us

COUNTY CONTRACT COMPLIANCE MANAGER (CCM):

NAME: Jackie Sakane
TITLE: Compliance Manager
ADDRESS: 3175 West Sixth Street
Los Angeles, CA 90020

TELEPHONE: (213) 739 - 7390
FACSIMILE: (213) 639 - 1695
E-MAIL ADDRESS: jsakane@css.co.la.ca.us

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Number Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
 Internal Revenue Service

Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
 Earned Income Credit (EIC)?**
What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Notice 1015
 (Rev. 12-2003)



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State: CA	Zip Code:
Telephone Number: () - x.		
Solicitation for: Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

2.203.010 Findings.

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Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

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- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,

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2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

/ /
Date

Authorized Official's Signature

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No. _____
 Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

Signature: _____ Date: / /

Printed Name: _____

Position: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No. _____
 Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

Signature: _____ Date: ____ / ____ / ____

Printed Name: _____

Position: _____

DRAFT 01-23-08

**DEPARTMENT OF AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in contracts for social services entered into by COUNTY departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR) which contract with Los Angeles County (COUNTY).

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

The COUNTY recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.
- 1.1 If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:
- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the contract and at the end of the contract.
 - All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

ACCOUNTING SYSTEM

- 2.0 Each CONTRACTOR shall maintain a ***double entry accounting system*** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals should be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	Debit	Credit
Rent Expense	100	

Rent Payable

100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
 - COUNTY payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
 - Description (entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check Number
- Cash (Credit) Column
- Expense Account Name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

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A ***Check Register*** may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS use the expense account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The COUNTY recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)

- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the COUNTY'S contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. Thefts/vandalism/arson that results in the destruction of records must also be reported to the local law enforcement agency with jurisdiction over the facility where the crime occurred. A copy of the resulting crime/incident report must be retained by the agency for a period of at least five years from the date of the report.

To the extent automated accounting records contain confidential information such as the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be encrypted to prevent unauthorized access and use.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks and other documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for will be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. ***Photocopies of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.***

Supporting documentation is required for various types of expenditures. Documentation related to some of the most frequently encountered transactions includes, but is not limited to the following:

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of federal form 1099, establishing that payments to consultants were reported to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. Travel related to conferences should include conference literature such as agendas and handouts detailing the purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum COUNTY'S reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which vehicles are used for business, versus non-business purposes. For all business related trips, the log should identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. To the extent that the loan

agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – Vendor name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal

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awards, including pass-through awards, have annual audits. Details are contained in the Circular.

A copy of any Single Audit report must be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash purchases), shall be made by Agency check, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement must be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements are not sufficient support for credit card purchases.***

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as

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employee addresses, medical condition information, etc. should be encrypted to prevent unauthorized access and use.

Personnel and payroll records should include, but not be limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto except as permitted by State or federal law.

For purposes of establishing a reasonable level of compensation for CONTRACTOR'S personnel, COUNTY may refer to relevant nationally or regionally recognized salary studies. The Child Welfare League of America (CWLA) Salary Study or the Compensation and Benefits Survey compiled by the Center of Non-Profit Management would be examples of studies that might be referred to to establish reasonable compensation levels for the management of a non-profit social service agency.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees who work less than full-time (i.e., 40 hours per week) shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The COUNTY recommends all fixed assets with an acquisition cost of \$5,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Fixed assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.2 Asset Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of these ceiling percentages must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a "sale and leaseback" arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.

- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expendable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the crime/incident report must be retained by the CONTRACTOR for at least five years from the date of the report.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper

and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and applicable OMB Circular(s). The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocable Expenses

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR shall

allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular(s), agencies shall define their allocable expenses as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost

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objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing

health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from insider dealing or unreasonable compensation
- misuse or dissipate scarce public resources

1.0 Independence

Nonprofit agencies doing business with the County of Los Angeles must have a governing board of at least 5 directors, a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors or officers.

- Be familiar with the terms and conditions of all the Organization's County contracts. The board should periodically review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to establish compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial

experience. In no event shall staff members, the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;

- ✓ Internal audit outsourcing services;
- ✓ Management functions or human resources;
- ✓ Investment adviser, or investment banking services;
- ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

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Online: www.lacountyfraud.org

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline
1000 S. Fremont Avenue, Unit 51
Alhambra, CA 91803

USER COMPLAINT REPORT CONGREGATE MEAL (C-1) AND HOME-DELIVERED MEAL (C-2) PROGRAMS

This form is to be used by CSS staff of the C-1 and C-2 Programs to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Contract Compliance Manager (CCM) for this Contract.

Date of Report:

CSS Employee
Name:CSS Office
Address:

Phone No.

E-mail Address:

Date(s) of
Incident(s):

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor's Program Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor's staff.
- ☐ Contractor not submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

To report an urgent/serious problem, call Jackie Sakane, Contract Compliance Manager at: (213) 739-7321.

Send UCR to Jackie Sakane, Contract Compliance Manager, at 3175 West Sixth Street, 4th Floor, Los Angeles, CA 90020 and a copy to Contracts Management Division, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020.

Cost Allocation

" ____ "

**COST ALLOCATION PLAN
PROGRAM YEAR 2007-08****I. GENERAL INFORMATION****A. POLICY**

This cost allocation plan is based on the guidelines and requirements of the Area Agency on Aging (AAA) Programs regarding the allocation and categorization of costs.

The plan describes the methods used to collect, analyze and distribute shared costs by the _____. The methodologies and procedures described in the plan have been developed in accordance with Generally Accepted Accounting Principles and regulations applicable to AAA Programs.

B. APPLICABILITY

The cost allocation plan is applicable to all grants and contracts entered into by _____.

(If applicable.)

Costs associated with subcontractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by AAA Programs for all recipients and sub-recipients receiving Federal funds.

II. ORGANIZATIONAL STRUCTURE

The _____, a non-profit organization, administers Area Agency on Aging program services. This agency receives funding from the Integrate Care Management program (Titles IIIB, IIIE, APS, AB2800 and AB764) for the administration of AAA Programs.

For purposes of this cost allocation plan, _____ functions are categorized as follows:

- A. Programmatic Functions** - The programmatic functions listed below are those that have been determined through review and analysis to benefit either directly or indirectly AAA grants and contracts administered by _____.

The costs for which the benefit can be directly identified, will be charged to the benefiting grant and category. Shared costs will be charged based on either employee time reporting or number of participants served by activity.

Programs Administered Directly by _____:

The programmatic aspects of the following programs are administered by the agency. In addition to the directly identifiable costs associated with these programs, each bears a burden of shared administrative costs based on the burden of direct grant expenditures to total direct grant expenditures for the period.

II. COST ALLOCATION:

All costs are allocated based on documented information. Such costs, defined as shared costs, are pooled for the purpose of allocation. The agency pools administrative costs, both personnel and non-personnel (operating costs), for purposes of allocation to all programs administered. These costs are then allocated to programs based on documented direct charges.

The agency will review and update this plan no less than annually or when there is a significant change in funding or allocation.

The above plan applies to funds administered by _____ for the period July 1, 2007 through June 30, 2008.

**COMMUNITY AND SENIOR SERVICES
AREA AGENCY ON AGING (AAA) PROGRAM SERVICES
JOINT REVENUE DISCLOSURE**

Contract No.: _____

Agency Name: _____

Prepared By: _____ Date Prepared: _____

List all revenue coming to Contractor (include foundation grants and donations)

	Revenue Source (Agency or Org Name/Contact Name/Phone Number)	Dollar Amount	Grant Period	
			Begin	End
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
TOTAL		\$ -		

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 **OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of

the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any

reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

FIXED ASSETS/EQUIPMENT PURCHASE REQUIREMENTS

I. FIXED ASSETS/PURCHASES

Fixed assets: equipment with a value \geq \$5,000.

Non-fixed assets: equipment with a value $<$ \$5,000, but \geq \$500.

A. Procurement of Fixed Assets (Computer equipment/supplies, furniture, vehicles, etc.)

1. Equipment inventory requirements for items purchased with program funds are contained in the Fixed Assets Section of the Standard Terms and Conditions of the contract. All contractors must adhere to the applicable Code of Federal Regulations (CFR) and/or Federal Office of Management Budget (OMB) Circulars that include: CFR Title 29 Parts 95 and 97, and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.
2. If the program guidelines governing the contracted services indicate that equipment may be purchased, the County has established procurement guidelines that the Contractor must adhere to.
 - i. Prior to the purchase/acquisition of equipment items, approval must be obtained from the County. **No** equipment with a value over \$5,000 may be purchased without prior approval from the County and, as mandated by State regulations and guidelines, the County must receive prior approval from the funding source.
 - ii. The contractor must ensure that the cost of the equipment is reasonable and the item(s) is necessary for the provision of services contracted under this contract.
 - iii. All equipment purchased with program funds and provided to the Contractor must be used for the benefit of the program for which it was purchased and funded by.

B. Title

1. All equipment purchased in excess of \$500 will remain the property of the County until such time as the County approves final disposition of the equipment.
2. At all times titles to vehicles reside with the Federal Pass-through agency and remain the residual property of the Federal government.

II. INVENTORY REQUIREMENTS

A. Equipment/Inventory Tracking

1. The County requires an updated list of all contractors' inventory and backup, support records (receipts of purchase, purchase orders, etc.) every two years or more frequently, if necessary. Contractors are to conduct a **physical inventory** of property and equipment and reconcile the results with the property records at least once every two years, or as necessary. The physical inventory should include all furniture, property, and equipment purchased with contract funds **IN EXCESS OF \$500**. Since Federal and State funding sources mandate all furniture, property, and equipment must be reported **AND** properly identified (tagged with County property program identification tags), your agency must complete and submit an Inventory Control Form (see Attachment XVI) that allows the inclusion of all required information (see II. A.2.). If your agency requires property program identification tags and/or Inventory Control Form, contact your County Analyst, who will forward tags and a form to you. Tags must be affixed to applicable items in an area where they are visible or easily accessible to examine.
2. Agencies are required to maintain property records that include a description of the property, program tag number, serial number or other identification number, the funding source, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, property location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property, if applicable. Adequate maintenance procedures must be in place to keep property and equipment in good condition.

3. Agencies must have in place a control system to ensure adequate safeguards against loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. If no furniture, property, or equipment has been purchased in excess of \$500 for the program year, **a letter must be submitted for each program year, which indicates no inventory was purchased for your Program(s).** All property and equipment must be tagged and complete tag numbers included on the Inventory Control Form. This includes furniture, office equipment, computer equipment, and computer or office-related equipment (does not include computer keyboards, mice, etc.). **Use a separate Inventory Control Form** for each program OR columns that provide dual sources percentage or dollar splits. Applicable back up support documentation **must be "in order" and attached to each Inventory Control Form or separated out by program if dual sources were used to purchase inventory.**

III. INVENTORY DISPOSAL AND SALVAGE POLICIES AND PROCEDURES

- A. Federal and State regulations allow salvage and/or surplus items of equipment that are less than \$5,000 in the **aggregate** to be "sold or otherwise disposed of," with the exception that the following policies and procedures are in place and adhered to at the time of sale, transfer, and/or final disposition of the inventory:
 1. Contractors are required to obtain prior approval from Los Angeles County for inventory/salvage disposal or transfer, and have supporting documents for all purchases made with Federal, State, and/or County funds. Your office should be in receipt of purchase orders and/or receipts for all items purchased that are reflected on the inventory form(s);
 2. Inventory that is being transferred after the program (which the inventory was purchased for) has ended or contractor agency closure can only be transferred to another federally funded program. The inventory must be retagged with identification tags of the new program and a Inventory Control Form submitted which include old and new tag identification numbers;
 3. If inventory will be sold, proper sales procedures must be in place that provide for competition to the extent practicable and result in the highest possible return prior to any sale program inventory. Income from the sale of salvaged inventory becomes program income. Prior approval for the use of program income

must be obtained from CSS in accordance with contract terms;

4. Disposition records that include the description of the equipment, current market value, sale date, sale price, and dealer or auctioneer information must be kept for all sale transactions for a minimum of three years;
5. Sales revenue information resulting from the sale of the inventory must be recorded and kept on file for a minimum of three years;
6. Contracted agencies may donate salvage inventory as long as the inventory has first been offered and declined by all other County departments and the donation does not create a conflict of interest for Los Angeles County or the contracted agency, i.e., agency employees, or employees' family members, businesses which employ or have a relationship with agency employees or employees' family members, businesses conducting business with the agency, and agency adult and/or youth participants, etc. **Agencies must obtain approval from the County to donate salvage equipment. Contractors must obtain (from the recipient of the donated item(s)) receipts acknowledging the donated item(s) and forward copies of the receipts to the County within two weeks of the donation.** It is recommended that agencies obtain a liability waiver for donated items;
7. All items being disposed of, transferred, sold, or donated must include a current fair-market value. One or more of the following methods can determine the value: Orion Computer Blue Book, professional/expert appraisal, public advertisement, industry quotation, etc.; and,
8. All inventory records (including purchase orders) must be retained for a minimum of three years from the date of acquisition through final disposition (salvage disposal) and be available for collection and/or viewing, if necessary. Additionally, all disposal records must be retained for a minimum of five years.



CA

CITY

COMPLETED BY: _____ **TITLE:** _____

*V = Very Good	G=Good	F=Fair	S=Salvage	D=Disposed of
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I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of our contract and are in compliance with local, State, and federal regulations.

Date _____

DEFINITIONS

Activities of Daily Living (ADLs) - Activities usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

Administration on Aging - The Administration on Aging (AoA), an agency in the U.S. Department of Health and Human Services is the official Federal agency dedicated to policy development, planning and the delivery of supportive home and community-based services to older persons and their caregivers. The AoA administers the Older Americans Act and works through the national aging network of State Units on Aging, Area Agencies on Aging, Tribal and Native organizations representing 300 American Indian and Alaska Native Tribal organizations, and two organizations serving Native Hawaiians, plus thousands of service providers, adult care centers, caregivers, and volunteers.

Area Agency on Aging - Under the Older Americans Act, the Administration on Aging distributes funds for various aging programs through state agencies on aging with in turn fund local area agencies on aging. Area Agencies on Aging address the concerns of older Americans at the local level. They play an important role in identifying community and social service needs and assuring that social and nutritional supports are made available to older people in communities where they live. In most cases, Area Agencies on Aging do not provide direct services. Instead, they subcontract with other organizations to facilitate the provision of a full range of services for older people.

Assessment – A comprehensive and functionally oriented evaluation of the potential client's situation and needs.

Caterer – A successful bidder who has signed a 3rd party agreement to provide congregate and/or home-delivered meals for the nutrition project.

Central Kitchen – A kitchen operated by the nutrition project.

Congregate Meals -These meal programs provide mobile older adults (sixty (6) years of age or older in a group setting with free or low cost, nutritionally sound meals served five days a week in easily accessible locations. Besides promoting better health through improved nutrition, meal programs provide daily activities and socialization for participants which help reduce the isolation of old age. Nutrition Services include: procurement, preparation, transportation and the serving of meals.

DEFINITIONS

Disability – means a condition attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction
6. Capacity for independent living
7. Economic self-sufficiency
8. Cognitive functioning
9. Emotional adjustment

Elder Abuse - Elder abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

Elderly Nutrition Program – means a program which provides nutrition services as authorized by the Older Americans Act of 1965, as amended, and which shall be provided in accordance with the provisions of this Article.

Focal Point – A focal point is an agency in the community, especially multipurpose senior centers, that has a proven record of providing comprehensive services to older adults.

Frail – Older individual is determined to be functionally impaired because the individual either:

- Is unable to perform at least two activities of daily living including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

Functionally impaired - A person who meets at least one of the following conditions:

- Impairment in one or more activities of daily living (ADLs);

DEFINITIONS

- Impairment in two or more instrumental activities of daily living (IADLs) or;
- Inability to manage own affairs due to emotional and/or cognitive impairment.

Greatest economic need - The need resulting from an income level at or below the poverty line.

Greatest social need - The need caused by non-economic factors which include (a) physical and mental disabilities; (b) language barriers; and (c) cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform daily tasks or threatens the capacity of the individual to live independently.

HACCP – means Hazard Analysis Critical Control Points.

HACCP Plan – means a written document that delineates the formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with requirements of Section 114055, Health and Safety Code.

HACCP Principles – means the seven basic steps of HACCP which are:

1. The completion of hazard analysis identification by identifying the likely hazards to consumers presented by a specific food.
2. The determination of critical control points in receiving, storage, preparation, display, and dispensing of a food.
3. The setting of measurable critical limits for each critical control point determined.
4. Developing and maintaining monitoring practices to determine if critical limits are met.
5. Developing and utilizing corrective action plans when failure to meet critical limits is detected.
6. Establishing and maintaining a record keeping system to verify adherence to a HACCP plan.
7. Establishing a system of audits to:
 - A. Initially verify the effectiveness of the critical limits set and appropriateness of the determination of critical control points.
 - B. Periodically verify the effectiveness of the HACCP plan.

Home Delivered Meals - Sometimes referred to as “meals on wheels,” home delivered meals are hot and nutritious meals delivered to homebound persons who are unable to prepare their own meals and have no outside assistance. The Program ensures that nutritious meals are delivered/provided in home environment settings to persons sixty (60) years of age or older who are

DEFINITIONS

homebound by reason of illness, disability or who are otherwise isolated. These Services include: procurement, preparation, service and delivery of meals.

Instrumental Activities of Daily Living (IADLs) - Activities important for daily life, involving cognitive and physical ability. These include: light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

Minority Status - Minority older persons are confined to the following designations:

- *African American, Not of Hispanic Origin* -- A person having origins in any of the black racial groups of Africa.
- *Hispanic Origin* -- A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- *American Indian or Alaskan Native* -- A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- *Asian American/Pacific Islander* -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, Samoa and the Hawaiian Islands.

Nutritional Counseling – means provision of individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses, about options and methods for improving their nutritional status, performed by a registered dietitian in accordance with Sections 2585 and 2586, Business and Professions Code.

Nutrition Education – means informing recipients of congregate and home-delivered meals about current facts and information, which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

Nutrition Screening – means completion of a nutrition-screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition-screening checklist is a federal public information collection requirement in the National Aging Program Information System (NAPIS), found in the Federal Register, Volume 59, No. 188, September 29, 1994.

Nutrition Services – means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.

DEFINITIONS

Older Adult / Individual - An individual who is 60 years of age or older.

Outcome Measures – Outcome measures are results oriented and look at whether the program has been effective in achieving its goals.

Outreach - Interventions initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.

Poverty -- Persons considered to be in poverty are those whose income is at or below the official poverty guideline (as defined each year by the Office of Management and Budget, and adjusted by the Secretary (DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (42 U.S.C. 9902 (2)).

Program Income -- Gross income received by the grantee or subgrantee directly generated by the grant supported activity, or earned only as a result of the grant agreement during the grant period. *[Note: this is the same definition of program income as used in 45 CFR Part 92-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.]*

Provider – means an entity under contract with the AAA providing nutrition services.

Registered Dietitian – means a person who shall be both:

1. Qualified as specified in Sections 2585 and 2586, Business and Professions and,
2. Registered by the Commission on Dietetic Registration.

Rural - Beginning with FY97, the AoA is introducing a standard definition for rural for purposes of SPR reporting. A rural area is: any area that is not defined as urban. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

Senior Centers - A vital link in the service delivery network which older persons may avail themselves of, senior centers are functioning as meal sites, screening clinics, recreational centers, social service agency branch offices, mental health counseling clinics, older worker employment agencies, volunteer coordinating centers, and community meeting halls. The significance of senior centers cannot

DEFINITIONS

be underestimated for they provide a sense of belonging, offer the opportunity to meet old acquaintances and make new friends, and encourage individuals to pursue activities of personal interest and involvement in the community.

Service Delivery - Includes those activities associated with the direct provision of a service which meets the needs of an individual older person and/or caregiver.

Telephone Reassurance – A telephone call to a client to provide reassurance and comfort.

Unduplicated Clients - Any client who has never been previously registered as a client for the service, either in the current fiscal year or a prior fiscal year by any provider funded with Older Americans Act funds.

Volunteer – means an individual who provides services without pay, but may receive reimbursement for expenses.

COUNTY OF LOS ANGELES

Area Agency on Aging
Universal Client Intake Form

Tracking # _____
 Originating Agency _____
 Original _____
 Update _____

Place Barcode
Label Here

CLIENT INFORMATION	1	Applicant Name (<i>Last, First, Middle</i>)		Signature	
	Social Security Number		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Birth Date	Military Services <input type="checkbox"/> Yes <input type="checkbox"/> No
	Employment Status (<i>Check one</i>) <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed				
	Disability <input type="checkbox"/> Blind <input type="checkbox"/> Deaf <input type="checkbox"/> Physically Disabled <input type="checkbox"/> Cognitive Impairment				
	Marital Status (<i>Check one</i>) <input type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Living Together <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Separated				
	Home Address (<i>Number & Street</i>)		City	State	Zip Code
	Mailing Address (<i>If different from above</i>)		City	State	Zip Code
	Home Phone ()	Work Phone ()	Ethnic Group (<i>write code number from bottom</i>) Ethnic Code:		
	Primary Language (<i>write code number from bottom</i>) Language Code: _____ Translation Needed <input type="checkbox"/> Yes <input type="checkbox"/> No				
	EMERGENCY CONTACT	2	Contact Name (<i>Last, First, Middle</i>)		
Home Phone ()		Work Phone ()	Relationship (<i>write code number from bottom</i>) Relationship Code:		
Caregiver Contact (<i>complete only if you have a Caregiver</i>)			Caregiver Phone Number ()		
Caregiver Address (<i>Number & Street</i>)		City	State	Zip Code	
Home Phone ()		Work Phone ()	Relationship (<i>write code number from bottom</i>) Relationship Code:		
Physician Name			Office Phone ()		
Physician Address (<i>Number & Street</i>)		City	State	Zip Code	
CODE	Ethnic 01 – Non-Minority(white, not Hispanic) 02 – Black/African American 03 – Alaskan Native/American Indian 04 – Hispanic(of any race) 05 – Asian Indian 06 – Cambodian 07 – Chinese 08 – Filipino 09 – Guamanian 10 – Native Hawaiian 11 – Japanese 12 – Korean 13 – Laotian 14 – Samoan 15 – Vietnamese 16 – Other				
	Relationship 01 – Self 02 – Spouse 03 – Significant Other 04 – Son/Daughter 05 – Relative 06 – Friend 07 – Neighbor 08 – Clergy 09 – Landlord 10 –Legal Representative 11 – Health Care Provider 12 – Mental Health Provider 13 – Social Services Provider 14 – APS/Emergency Services 15 – Public Utilities 16 – Private Industry 17 – Gov't/Elected Official 18 – Caregiver 19 - Other				
	Language 01– Arabic 02 – Armenian 03 – Cambodian 04 – Cantonese 05 – English 06 – French 07 – Japanese 08 – Korean 09 – Mandarin 10 – Spanish 11 – Tagalog 12 – Vietnamese				

COUNTY OF LOS ANGELES

SCREENING INFORMATION	3	Nutritional Risk Points: <input type="checkbox"/> 3-Eats fewer than 2 meals per day <input type="checkbox"/> 1-Eats alone most of the time <input type="checkbox"/> 2-Eats few fruit, vegetables or milk products <input type="checkbox"/> 2-Has 3 or more drinks of beer, liquor or wine almost every day <input type="checkbox"/> 2-An illness or condition caused change in kind/amount of food eaten <input type="checkbox"/> 4-Doesn't always have enough money to buy food needed <input type="checkbox"/> 2-Has tooth or mouth problems that make it hard to eat <input type="checkbox"/> 1-Takes 3 or more different prescribed or over-the-counter drugs a day <input type="checkbox"/> 2-Has involuntarily lost or gained 10 pounds in the last 6 months <input type="checkbox"/> 2-Is not always physically able to shop, cook &/or feed <div style="text-align:right;">Total Points-Risk Score _____</div>	
	Needs Assistance – ADL: <input type="checkbox"/> Walking <input type="checkbox"/> Transferring <input type="checkbox"/> Dressing <input type="checkbox"/> Bathing <input type="checkbox"/> Toileting <input type="checkbox"/> Eating <div style="text-align:right;">Total ADLs _____</div>		
	Needs Assistance – IADL: <input type="checkbox"/> Heavy Housework <input type="checkbox"/> Light Housework <input type="checkbox"/> Shopping <input type="checkbox"/> Transportation Ability <input type="checkbox"/> Preparing Meals <input type="checkbox"/> Managing Medication <input type="checkbox"/> Using Telephone <input type="checkbox"/> Managing Money <div style="text-align:right;">Total IADLs _____</div>		
	Are you currently receiving SSI (<i>Supplemental Security Income</i>) / SSP (<i>State Supplementary Payment</i>)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Do you have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No	Low Income? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Do you receive In-Home Supportive Services (IHSS)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you live alone? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	REFERRAL INFORMATION	4	Were you referred to our agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
Referrer's Name		Phone Number ()	
Additional Information			
CODE	Relationship 01 – Self 02 – Spouse 03 – Significant Other 04 – Son/Daughter 05 – Relative 06 – Friend 07 – Neighbor 08 – Clergy 09 – Landlord 10 –Legal Representative 11 – Health Care Provider 12 – Mental Health Provider 13 – Social Services Provider 14 – APS/Emergency Services 15 – Public Utilities 16 – Private Industry 17 – Gov't/Elected Official 18 – Caregiver 19 – Other		

COUNTY OF LOS ANGELES

CAREGIVER INFORMATION	5	Are you a Caregiver? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	If yes, list number of individuals you are caring for _____				
	I	Recipient Name (Last, First, Middle)			Birth Date
	Recipient Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Low Income? <input type="checkbox"/> Yes <input type="checkbox"/> No		Does recipient live alone? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Relationship to recipient: <input type="checkbox"/> Spouse <input type="checkbox"/> Grandparent <input type="checkbox"/> Son/Daughter <input type="checkbox"/> Grandchild <input type="checkbox"/> Other Family <input type="checkbox"/> Non- Family				
	Ethnic Group (write in code number from bottom)				
	Ethnic Code: _____				
	Address (Number & Street)		City	State	Zip Code
	II	Recipient Name (Last, First, Middle)			Birth Date
	Recipient Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Low Income? <input type="checkbox"/> Yes <input type="checkbox"/> No		Does recipient live alone? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Relationship to recipient: <input type="checkbox"/> Spouse <input type="checkbox"/> Grandparent <input type="checkbox"/> Son/Daughter <input type="checkbox"/> Grandchild <input type="checkbox"/> Other Family <input type="checkbox"/> Non- Family				
	Ethnic Group (write in code number from bottom)				
	Ethnic Code: _____				
	Address (Number & Street)		City	State	Zip Code
	III	Recipient Name (Last, First, Middle)			Birth Date
	Recipient Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Low Income? <input type="checkbox"/> Yes <input type="checkbox"/> No		Does recipient live alone? <input type="checkbox"/> Yes <input type="checkbox"/> No
Relationship to recipient: <input type="checkbox"/> Spouse <input type="checkbox"/> Grandparent <input type="checkbox"/> Son/Daughter <input type="checkbox"/> Grandchild <input type="checkbox"/> Other Family <input type="checkbox"/> Non- Family					
Ethnic Group (write in code number from bottom)					
Ethnic Code: _____					
Address (Number & Street)		City	State	Zip Code	
III	Recipient Name (Last, First, Middle)			Birth Date	
Recipient Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Low Income? <input type="checkbox"/> Yes <input type="checkbox"/> No		Does recipient live alone? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Relationship to recipient: <input type="checkbox"/> Spouse <input type="checkbox"/> Grandparent <input type="checkbox"/> Son/Daughter <input type="checkbox"/> Grandchild <input type="checkbox"/> Other Family <input type="checkbox"/> Non- Family					
Ethnic Group (write in code number from bottom)					
Ethnic Code: _____					
Address (Number & Street)		City	State	Zip Code	

CODE	Ethnic 01 – Non-Minority(white, not Hispanic) 02 – Black/African American 03 – Alaskan Native/American Indian 04 – Hispanic(of any race) 05 – Asian Indian 06 – Cambodian 07 – Chinese 08 – Filipino 09 – Guamanian 10 – Native Hawaiian 11 – Japanese 12 – Korean 13 – Laotian 14 – Samoan 15 – Vietnamese 16 – Other
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COUNTY OF LOS ANGELES

CERTIFICATION	CERTIFICATION I certify that the information on this form is accurate and true to the best of my knowledge. I also certify that I have informed the client that this information may be shared with other providers for the purpose of providing services.	
	Form Completed By:	Date
	Signature:	
INTERNAL USE ONLY	APS Client Number:	
	Additional Information	

**COMMUNITY AND SENIOR SERVICES
AREA AGENCY ON AGING (AAA) - ELDERLY NUTRITION PROGRAM
FY 2008-09 FUNDING DISTRIBUTION SUMMARY**

ATTACHMENT B

AGENCY		CONGREGATE MEALS						HOME-DELIVERED/TELEPHONE REASSURANCE					
		CONTRACT NUMBER	SUP DIST	MAX RATE	NEG RATE	Meals	08-09 ALLOCATION	MAX RATE	NEG RATE	Meals	08-09 ALLOCATION	TITLE III B	08-09 TOTAL ALLOCATION
1	Antelope Valley Committee on Aging	AAA-ENP2-0809-000	5	\$ 4.33	\$ 4.33	54,354	\$ 235,353	\$ 5.34	\$ 5.34	68,047	\$ 363,371	\$ 4,500	\$ 603,224
2	Azusa, City of	AAA-ENP2-0809-001	1	\$ 4.33	\$ 2.95	22,259	\$ 65,664	\$ 5.34	\$ 3.60	9,074	\$ 32,666	\$ 906	\$ 99,236
3	Burbank, City of	AAA-ENP2-0809-002	5	\$ 4.33	\$ 3.25	48,036	\$ 156,117	\$ 5.34	\$ 3.55	51,302	\$ 182,122	\$ 906	\$ 339,145
4	Casa Maravilla	AAA-ENP2-0809-003	1	\$ 4.33	\$ 4.33	72,936	\$ 315,813	\$ 5.34	\$ 5.34	49,318	\$ 263,358	\$ 4,500	\$ 583,671
5	Claremont, City of	AAA-ENP1-0809-004	5	\$ 4.33	\$ 3.20	29,425	\$ 94,160						\$ 94,160
6	Culver City, City of	AAA-ENP2-0809-005	2,3	\$ 4.33	\$ 4.33	30,640	\$ 132,671	\$ 5.34	\$ 5.34	4,435	\$ 23,683	\$ 906	\$ 157,260
7	Culver City, City of (C2-Fzn)	AAA-ENP2-0809-005						\$ 3.71	\$ 3.71	4,257	\$ 15,793		\$ 15,793
8	Dickson Community Lighted Schools	AAA-ENP2-0809-006	2	\$ 4.33	\$ 4.28	35,080	\$ 150,142	\$ 5.34	\$ 5.22	41,730	\$ 217,831	\$ 906	\$ 368,879
9	El Monte, City of	AAA-ENP1-0809-007	1	\$ 4.33	\$ 3.90	23,484	\$ 91,588						\$ 91,588
10	Gardena, City of	AAA-ENP2-0809-008	2	\$ 4.33	\$ 4.33	39,692	\$ 171,866	\$ 5.34	\$ 5.34	26,908	\$ 143,689	\$ 906	\$ 316,461
11	Gardena, City of (C2-Fzn)	AAA-ENP2-0809-008						\$ 3.71	\$ 3.71	4,158	\$ 15,426		\$ 15,426
12	Glendale, City of	AAA-ENP2-0809-009	5	\$ 4.33	\$ 4.33	39,382	\$ 170,524	\$ 3.71	\$ 3.71	11,551	\$ 42,854	\$ 906	\$ 214,284
13	Human Services Association (HSA)	AAA-ENP2-0809-010	1,2,4	\$ 4.33	\$ 4.33	183,173	\$ 793,139	\$ 5.34	\$ 5.34	128,574	\$ 686,585	\$ 8,094	\$ 1,487,818
14	Inglewood, City of	AAA-ENP2-0809-011	2	\$ 4.33	\$ 4.33	62,466	\$ 270,478	\$ 5.34	\$ 5.34	19,181	\$ 102,427	\$ 4,500	\$ 377,404
15	Inglewood, City of (C2-Fzn)	AAA-ENP2-0809-011						\$ 3.71	\$ 3.71	44,718	\$ 165,904		\$ 165,904
16	Jewish Family Services of Los Angeles (JFS)	AAA-ENP2-0809-012	3	\$ 4.33	\$ 4.33	12,775	\$ 55,316	\$ 3.71	\$ 3.71	28,407	\$ 105,390	\$ 906	\$ 161,612
17	Pomona, City of	AAA-ENP1-0809-013	1	\$ 4.33	\$ 3.11	46,164	\$ 143,570						\$ 143,570
18	San Gabriel Valley YWCA (C1-Am)(C2-Ht)	AAA-ENP2-0809-014	1,4,5	\$ 4.33	\$ 3.62	206,634	\$ 748,015	\$ 5.34	\$ 4.17	23,210	\$ 96,786	\$ 4,500	\$ 849,301
19	San Gabriel Valley YWCA (C1-Et)(C2-Fzn)	AAA-ENP2-0809-014		\$ 5.33	\$ 4.41	17,001	\$ 74,974	\$ 3.71	\$ 3.58	136,483	\$ 488,610		\$ 563,584
20	Santa Clarita Valley Committee on Aging	AAA-ENP2-0809-015	5	\$ 4.33	\$ 4.33	49,824	\$ 215,738	\$ 5.34	\$ 5.34	61,955	\$ 330,841	\$ 4,500	\$ 551,079
21	Santa Clarita Valley Committee on Aging (C2-Fzn)	AAA-ENP2-0809-015						\$ 3.71	\$ 3.71	2,497	\$ 9,264		\$ 9,264
22	Santa Monica, City of	AAA-ENP2-0809-016	3	\$ 4.33	\$ 4.33	29,110	\$ 126,046	\$ 5.34	\$ 5.34	12,100	\$ 64,614	\$ 906	\$ 191,566
23	Santa Monica, City of (C2-Fzn)	AAA-ENP2-0809-016						\$ 3.71	\$ 3.71	3,727	\$ 13,827		\$ 13,827
24	South El Monte, City of	AAA-ENP2-0809-017	1	\$ 4.33	\$ 4.20	31,154	\$ 130,847	\$ 5.34	\$ 4.43	5,265	\$ 23,324	\$ 906	\$ 155,077
25	Southeast Area Social Services Funding Authority	AAA-ENP2-0809-018	1,4	\$ 4.33	\$ 4.33	69,913	\$ 302,723	\$ 5.34	\$ 5.34	51,365	\$ 274,289	\$ 4,500	\$ 581,512
26	Steelworkers Oldtimers Foundation	AAA-ENP2-0809-019	1,2,4	\$ 4.33	\$ 4.33	166,821	\$ 722,335	\$ 5.34	\$ 5.34	92,561	\$ 494,276	\$ 4,500	\$ 1,221,111
27	Steelworkers Oldtimers Foundation (C2-Fzn)	AAA-ENP2-0809-019						\$ 3.71	\$ 3.71	19,630	\$ 72,827		\$ 72,827
28	West Covina, City of	AAA-ENP1-0809-020	5	\$ 4.33	\$ 4.33	38,544	\$ 166,896						\$ 166,896
29	YWCA Metro Torrance	AAA-ENP2-0809-021	2	\$ 4.33	\$ 3.44	31,644	\$ 108,855	\$ 5.34	\$ 4.25	17,604	\$ 74,817	\$ 906	\$ 184,578
30	YWCA Metro Torrance (C2-Fzn)	AAA-ENP2-0809-021						\$ 3.71	\$ 3.58	572	\$ 2,048		\$ 2,048
31	San Fernando Valley ¹	NA	3	\$ 4.33	\$ 4.33	6,336	\$ 27,435	\$ 5.34	\$ 5.34	5,993	\$ 32,000	\$ 906	\$ 60,341
Legend						1,346,847	\$ 5,470,266			924,622	\$ 4,338,621	\$ 49,560	\$ 9,858,447

C1-Arm = Congregate Meal - American (Max Rate = \$4.33)

C1-Et = Congregate Meal - Ethnic (Max Rate = \$5.33)

C2-Ht = Home-Delivered Meal - Hot (Max Rate = \$5.34)

C2-Fzn = Home-Delivered Meal - Frozen (Max Rate = \$3.71)

¹ A total of \$59K will be held to serve the San Fernando Valley. \$27K will be held for Congregate Meals, \$32K will be held for Home-Delivered Meals, and \$906 for tele. reassurance.

**COMMUNITY AND SENIOR SERVICES
AREA AGENCY ON AGING (AAA)
FY 2008-09 FUNDING DISTRIBUTION
ELDERLY NUTRITION PROGRAM - CONGREGATE MEALS**

ATTACHMENT B

	CONGREGATE MEALS PROGRAM	CONTRACT NUMBER	SUP DIST	American				Ethnic				08-09 TOTAL ALLOCATION
				MAX RATE	NEG RATE	Meals	08-09 TOTAL	MAX RATE	NEG RATE	Meals	08-09 TOTAL	
1	Antelope Valley Committee on Aging	AAA-ENP2-0809-000	5	\$ 4.33	\$ 4.33	54,354	\$ 235,353					\$ 235,353
2	Azusa, City of	AAA-ENP2-0809-001	1	\$ 4.33	\$ 2.95	22,259	\$ 65,664					\$ 65,664
3	Burbank, City of	AAA-ENP2-0809-002	5	\$ 4.33	\$ 3.25	48,036	\$ 156,117					\$ 156,117
4	Casa Maravilla	AAA-ENP2-0809-003	1	\$ 4.33	\$ 4.33	72,936	\$ 315,813					\$ 315,813
5	Claremont, City of	AAA-ENP1-0809-004	5	\$ 4.33	\$ 3.20	29,425	\$ 94,160					\$ 94,160
6	Culver City, City of	AAA-ENP2-0809-005	2,3	\$ 4.33	\$ 4.33	30,640	\$ 132,671					\$ 132,671
7	Dickson Community Lighted Schools	AAA-ENP2-0809-006	2	\$ 4.33	\$ 4.28	35,080	\$ 150,142					\$ 150,142
8	El Monte, City of	AAA-ENP1-0809-007	1	\$ 4.33	\$ 3.90	23,484	\$ 91,588					\$ 91,588
9	Gardena, City of	AAA-ENP2-0809-008	2	\$ 4.33	\$ 4.33	39,692	\$ 171,866					\$ 171,866
10	Glendale, City of	AAA-ENP2-0809-009	5	\$ 4.33	\$ 4.33	39,382	\$ 170,524					\$ 170,524
11	Human Services Association (HSA)	AAA-ENP2-0809-010	1,2,4	\$ 4.33	\$ 4.33	183,173	\$ 793,139					\$ 793,139
12	Inglewood, City of	AAA-ENP2-0809-011	2	\$ 4.33	\$ 4.33	62,466	\$ 270,478					\$ 270,478
13	Jewish Family Services of Los Angeles (JFS)	AAA-ENP2-0809-012	3	\$ 4.33	\$ 4.33	12,775	\$ 55,316					\$ 55,316
14	Pomona, City of	AAA-ENP1-0809-013	1	\$ 4.33	\$ 3.11	46,164	\$ 143,570					\$ 143,570
15	San Gabriel Valley YWCA	AAA-ENP2-0809-014	1,4,5	\$ 4.33	\$ 3.62	206,634	\$ 748,015	\$ 5.33	\$ 4.41	17,001	\$ 74,974	\$ 822,989
16	Santa Clarita Valley Committee on Aging	AAA-ENP2-0809-015	5	\$ 4.33	\$ 4.33	49,824	\$ 215,738					\$ 215,738
17	Santa Monica, City of	AAA-ENP2-0809-016	3	\$ 4.33	\$ 4.33	29,110	\$ 126,046					\$ 126,046
18	South El Monte, City of	AAA-ENP2-0809-017	1	\$ 4.33	\$ 4.20	31,154	\$ 130,847					\$ 130,847
19	Southeast Area Social Services Funding Authority	AAA-ENP2-0809-018	1,4	\$ 4.33	\$ 4.33	69,913	\$ 302,723					\$ 302,723
20	Steelworkers Oldtimers Foundation	AAA-ENP2-0809-019	1,2,4	\$ 4.33	\$ 4.33	166,821	\$ 722,335					\$ 722,335
21	West Covina, City of	AAA-ENP1-0809-020	5	\$ 4.33	\$ 4.33	38,544	\$ 166,896					\$ 166,896
22	YWCA Metro Torrance	AAA-ENP2-0809-021	2	\$ 4.33	\$ 3.44	31,644	\$ 108,855					\$ 108,855
23	San Fernando Valley ¹	NA	3	\$ 4.33	\$ 4.33	6,336	\$ 27,435					\$ 27,435
							1,329,846			17,001	\$ 74,974	\$ 5,470,266
							\$ 5,395,291					

**COMMUNITY AND SENIOR SERVICES
AREA AGENCY ON AGING (AAA)
FY 2008-09 FUNDING DISTRIBUTION
ELDERLY NUTRITION PROGRAM - HOME-DELIVERED MEALS/TELEPHONE REASSURANCE**

ATTACHMENT B

	HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAM	CONTRACT NUMBER	SUP DIST	Hot				Frozen				TITLE III B
				MAX RATE	NEG RATE	Meals	08-09 TOTAL	MAX RATE	NEG RATE	Meals	08-09 TOTAL	
1	Antelope Valley Committee on Aging	AAA-ENP2-0809-000	5	\$ 5.34	\$ 5.34	68,047	\$ 363,371					\$ 363,371 \$ 4,500
2	Azusa, City of	AAA-ENP2-0809-001	1	\$ 5.34	\$ 3.60	9,074	\$ 32,666					\$ 32,666 \$ 906
3	Burbank, City of	AAA-ENP2-0809-002	5	\$ 5.34	\$ 3.55	51,302	\$ 182,122					\$ 182,122 \$ 906
4	Casa Maravilla	AAA-ENP2-0809-003	1	\$ 5.34	\$ 5.34	49,318	\$ 263,358					\$ 263,358 \$ 4,500
5	Culver City, City of	AAA-ENP2-0809-005	2,3	\$ 5.34	\$ 5.34	4,435	\$ 23,683	\$ 3.71	\$ 3.71	4,257	\$ 15,793	\$ 39,476 \$ 906
6	Dickinson Community Lighted Schools	AAA-ENP2-0809-006	2	\$ 5.34	\$ 5.22	41,730	\$ 217,831				\$ -	\$ 217,831 \$ 906
7	Gardena, City of	AAA-ENP2-0809-008	2	\$ 5.34	\$ 5.34	26,908	\$ 143,689	\$ 3.71	\$ 3.71	4,158	\$ 15,426	\$ 159,115 \$ 906
8	Glendale, City of	AAA-ENP2-0809-009	5				\$ -	\$ 3.71	\$ 3.71	11,551	\$ 42,854	\$ 42,854 \$ 906
9	Human Services Association (HSA)	AAA-ENP2-0809-010	1,2,4	\$ 5.34	\$ 5.34	128,574	\$ 686,585				\$ -	\$ 686,585 \$ 8,094
10	Inglewood, City of	AAA-ENP2-0809-011	2	\$ 5.34	\$ 5.34	19,181	\$ 102,427	\$ 3.71	\$ 3.71	44,718	\$ 165,904	\$ 268,330 \$ 4,500
11	Jewish Family Services of Los Angeles (JFS)	AAA-ENP2-0809-012	3				\$ -	\$ 3.71	\$ 3.71	28,407	\$ 105,390	\$ 105,390 \$ 906
12	San Gabriel Valley YWCA (C1-Am)(C2-Ht)	AAA-ENP2-0809-014	1,4,5	\$ 5.34	\$ 4.17	23,210	\$ 96,786	\$ 3.71	\$ 3.58	136,483	\$ 488,610	\$ 585,396 \$ 4,500
13	Santa Clarita Valley Committee on Aging	AAA-ENP2-0809-015	5	\$ 5.34	\$ 5.34	61,955	\$ 330,841	\$ 3.71	\$ 3.71	2,497	\$ 9,264	\$ 340,105 \$ 4,500
14	Santa Monica, City of	AAA-ENP2-0809-016	3	\$ 5.34	\$ 5.34	12,100	\$ 64,614	\$ 3.71	\$ 3.71	3,727	\$ 13,827	\$ 78,441 \$ 906
15	South El Monte, City of	AAA-ENP2-0809-017	1	\$ 5.34	\$ 4.43	5,265	\$ 23,324				\$ -	\$ 23,324 \$ 906
16	Southeast Area Social Services Funding Authority	AAA-ENP2-0809-018	1,4	\$ 5.34	\$ 5.34	51,365	\$ 274,289				\$ -	\$ 274,289 \$ 4,500
17	Steelworkers Oldtimers Foundation	AAA-ENP2-0809-019	1,2,4	\$ 5.34	\$ 5.34	92,561	\$ 494,276	\$ 3.71	\$ 3.71	19,630	\$ 72,827	\$ 567,103 \$ 4,500
18	YWCA Metro Torrance	AAA-ENP2-0809-021	2	\$ 5.34	\$ 4.25	17,604	\$ 74,817	\$ 3.71	\$ 3.58	572	\$ 2,048	\$ 76,865 \$ 906
19	San Fernando Valley¹	NA	3	\$ 5.34	\$ 5.34	5,993	\$ 32,000				\$ -	\$ 32,000 \$ 906
						688,622	\$ 3,406,678			256,000	\$ 931,944	\$ 4,338,621 \$ 49,560

FUNDING SUMMARY		
	FUNDING	MEALS
CONGREGATE MEALS	\$ 5,470,266	1,346,847
HOME-DELIVERED MEALS	\$ 4,338,621	924,622
SUB-TOTAL	\$ 9,808,887	2,271,469
TELEPHONE REASSURANCE	\$ 49,560	
GRAND TOTAL	\$ 9,858,447	